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Tuesday, November 25th, 1930, and the 20th day of the November Term, 1930.

Tuesday Morning, November 25th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

WILLIAM T. JOHNSON)
VS) # 11034
OTIS SURBER)

Comes now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, William T. Johnson, taxed at _____dollars and _____cents.

JOHN HUNT)
VS) # 11184
MORRIS LATTA AND)
WILLIAM O. LATTA)

Comes now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, John Hunt, taxed at _____dollars and _____cents.

FRED WILLIAMS)
VS) # 11668
RALPH ARNOLD)

Comes now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, Fred Williams, taxed at _____ dollars and _____cents.

LEE W. BURK, ET AL.)
VS) # 11704
INDIANAPOLIS STREET)
RAILWAY COMPANY)

Comes now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiffs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution at the cost of the plaintiffs, Lee W. Burk and Arthur A. Fenning, taxed at _____dollars and _____cents.

MICHAEL C. KELLEY)
VS) # 11726
ROSS PARIS)
RAY PARIS)

Come now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution at the cost of the plaintiff Michael C. Kelley, taxed at _____ dollars and _____cents.

ALBE R. MARLEY)
VS) # 11730
GEORGE E. EASLEY)

Come now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, Albe R. Marley, taxed at _____dollars and _____cents.

ETHEL L. BATCHER)
VS) # 11755
T. H. I. & E. TRACTION CO.)

Come now the parties, by counsel, and the Court on its own motion dismisses this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, Ethel L. Batcher, taxed at _____dollars and _____cents.

JACKSON ENGINEERING CO. INC.)
VS) # 12947 Judgt. vs Deft. for $120.45 and Costs.
ED DAVIDSON) J.D. 15, Page 189.

Come now Hume & Gaston, attorneys for defendant, and withdraw their appearance herein for said defendant.

And now comes the plaintiff, by Chas. V. Sears, its attorney, and shows to the court by the summons herein and the sheriff's return endorsed thereon that the defendant has been served with process more than ten days before the 20th day of May, 1930, same being the 14th judicial day of the May Term, 1930, of the Hendricks Circuit Court, and being the date endorsed on plaintiff's complaint for the return day for summons thereon, which said summons and return are in words and figures as follows, to-wit: (H.I.)

And now the defendant by order of the court, in open court is, by the sheriff, three times loudly called but comes not and herein wholly makes default.

And this cause now coming on for trial is submitted to the court, without the intervention of a jury, for trial, finding and decree, and the court having heard the evidence, and being duly advised in the premises, finds for the defendant, and that the allegations of plaintiff's complaint are true, and that there is due from this defendant to plaintiff, on the cause of action sued upon, the sum of One Hundred Twenty and 45/100 ($120.45) Dollars.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from said defendant the said sum of $120.45 together with its costs of suit.

SPEEDWAY LUMBER COMPANY)
VS) # 13095 Judgt. vs Defts. for $404.60 and Costs.
HENDERSON W. TURPIN) J.D. 15, Page 189.
LUELLA TURPIN)

Comes now the plaintiff by its attorneys and it appearing to the court by the summons herein and the return of the sheriff endorsed thereon that the defendants have been duly served with notice of the filing and pendency of this action more than 10 days before the 10th day of November, 1930, the day fixed by the plaintiff as a return day therefor, a copy of which summons together with the return of the sheriff endorsed thereon is filed herewith and is in words and figures as follows, to-wit: (H.I.)

And now the defendants are 3 times audibly called in open court but come not but herein wholly make default. And the court having heard the evidence and being duly advised finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to have and recover from the defendants, Henderson W. Turpin and Luella Turpin, on the notes sued upon in the plaintiff's complaint, the sum of $404.60 together with the costs of this action.

It is therefore considered and adjudged by the court that the plaintiff have and recover of and from the defendants, Henderson W. Turpin and Luella Turpin, the sum of $404.60 together with the costs of this action taxed at $_____.

RACHEL MONDAY)
EFFIE KEY)
EUNIE MONDAY) Interlocutory decree ordering sale.
VS) # 13020
CHARLES E. ALLEE)
HAZEL BARNHART)
ELOSSIE ALLEE)
EVERETT ALLEE)
GLADYS LINEBERRY)
EVELYN MILLER)
GOLDIE MARS)
NOEL MILLER)
OPAL MILLER, AND)
CLIFFORD MILLER)

Comes now said plaintiffs and show to the Court by the notice issued upon their complaint for partition herein that all of said defendants herein have been duly served with notice of the filing and pendency of said Complaint for partition, and the time and place fixed for the hearing thereof by publication of said notice for three weeks successively in the Republican a public newspaper of general circulation printed and published in Town of Danville, Indiana, the last of which publications was so made and completed at least ten days prior to this time and to the date set for the hearing of said petition; a copy of which notice and proof of publication thereof as aforesaid being now filed and reading as follows, (Insert).

The plaintiffs also present to the Court Summons issued for the defendants Charles E. Allee, Hazel Barnhart and Everett Allee, which Summons and Sheriff's return are in the words and figures as follows, to-wit: (Here Insert).

And now comes Hazel Barnhart and Everett Allee by Clark & Kahl their attorneys and file their written assent to the sale prayed for in said petition and waiving notice thereof, which written assent is as follows, (Here Insert).

And all other defendants except the said Hazel Barnhart and Everett Allee failing to appear and answer herein they are now on motion each three times loudly called, but come not and herein wholly make default.

And now the petition and the issues in this behalf having been joined the same is now submitted to the Court for trial and finding without the intervention of a jury.

And the Court having heard the evidence and being sufficiently advised in the premises finds that as alleged in the complaint, said plaintiffs and the defendants are the owners as tenants in common of the following described real estate:

A part of the East half of the South East quarter of Section 33, township 15 North of Range 1 West, commencing on the line dividing said Section east and west 25 rods and 7½ feet west of the North East corner of said half quarter; thence west 25 rods 16 feet and 7,11/37 inches; thence South 18½ rods; thence East 25 rods 16 feet and 7,11/37 inches; thence North 18 rods 8 feet and 3 inches to the place of beginning, estimated to contain 3 acres, more or less.

That said parties so own said real estate in the following proportions: The Plaintiff Rachel Monday is the owner of an undivided 1/3 interest in a life estate to said real estate and that the other plaintiffs and defendants above mentioned are each entitled to and the owners thereof, in the following proportions. Eunie Monday 12/48; Effie Key 12/48; The defendants Charles E. Ellee, Hazel Barnhart, Flossie Allee and Everett Allee each 3/48; Gladys Lineberry, Evelyn Miller, Goldie Mars, Noel Miller, Opal Miller and Clifford Miller each 2/48.

The Court further finds that said real estate cannot be divided as aforesaid without damage to the owners thereof, and that a sale 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 as the same are herein found and determined.

It is therefore considered and decreed by the Court that the parties hereto are the owners of, and have interests, as above found and set forth, in and to said real estate, or to any proceeds derived from its sale and that said real estate is not susceptible of partition without damage to the said owners thereof. 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 upon the following terms and conditions; at least 1/3 of the purchase price cash in hand and the balance in two equal instalments, payable respectively in not to exceed nine and eighteen months, to be evidenced by the notices of the purchaser bearing 6 per cent. interest from their dates, waiving relief, providing for attorney's fees and secured by mortgage on the real estate sold, or for cash in hand.

Notice of the time, terms and place of such sale shall be given by three publications thereof in some weekly newspaper, printed and published in 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 of said notices so posted at least thirty days prior to the time fixed for such sale. And upon such sale being made and confirmed all claim or title in and to said real estate held by any of the 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 Charles E. Shields a Commissioner thereof, to make sale of said real estate in accordance with the foregoing order, and requires to execute bond in the penalty of $ 2100.00 , conditioned for the faithful discharge of his duties and with surety thereon to the approval of the Court. And now comes said Charlie E. Shields and accepts such trust and tenders his bond as Commissioner in the penalty and conditioned as aforesaid with W. A. Coble and John C. Taylor as sureties thereon, which bond is approved by the Court and reads as follows: (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 present term of this Court.

THE STATE OF INDIANA)
VS) # 7037 Judgt. vs Deft. for Costs.
FRED ORME) J.D. 15, Page 189.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Fred Orme, in his own proper person, who being arraigned upon the affidavit herein for plea thereto, says that he is guilty of the offense charged herein, and that he is thirty-five years of age.

Whereupon the Court finding that the defendant, Fred Orme, is guilty of the offense charged in the affidavit, fixes as his punishment, that he should be sentenced to the Indiana State Farm at Putnamville, Indiana, for a term of one year, and that he should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, Fred Orme, be and he is sentenced to the Indiana State Farm at Putnamville, Indiana, for a term of one year, and that he pay the costs of this prosecution taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA) Judgt. vs Deft. for Costs.
VS) # 7038 J.D. 15, Page 190.

Thursday, November 27th, 1930, and the 22nd day of the November Term, 1930.

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(NO COURT)

Friday, November 28th, 1930, and the 23rd day of the November Term, 1930.

Friday Morning, November 28th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

DONALD B. LATTA)
VS) # 13081
THE EMPLOYER'S LIABILITY)
ASSURANCE CORPORATION.)

Comes now the plaintiff, by counsel, and files his cost bond, which cost bond is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised in the premises of said bond, does now approve the same.

GERTRUDE FLYNN)
VS) # 13110
FORREST E. FLYNN)

Comes now the plaintiff, by counsel, and files her complaint for divorce; also affidavit in support of restraining order, which complaint and affidavit is in the words and figures following, to-wit: (H.I.).

The Court does now order said restraining order.

And the court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Saturday, November 29th, 1930, and the 24th day of the November Term, 1930.

Saturday Morning, November 29th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

MABELLE SEATON, ET AL.)
VS) # 11595
A. EMMETT BLY, ET AL.)

Come now the parties, by counsel, and this case coming on for hearing, is now submitted to the Court for trial, finding and decree without the intervention of a jury.

The Court having heard the evidence, this case is now taken under advisement.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Monday, December 1st, 1930, and the 25th day of the November Term, 1930.

Monday Morning, December 1st, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

THE STATE OF INDIANA)
VS) # 7092
RICHARD BEERMAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $2500.00.

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Tuesday Morning, December 2nd, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

THE STATE OF INDIANA)
VS) # 94
IRVIN GREGORY)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Irvin Gregory and his father in their own proper persons, and the Court having heard all of the evidence in this case, does now take said case under advisement.

THE STATE OF INDIANA)
VS) # 7089
CHARLES THARP)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written motion to have this cause dismissed, which written motion is in the words and figures following, to-wit: (H.I.), and this cause is now nollied.

THE STATE OF INDIANA)
VS) # 7092
RICHARD BEERMAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Richard Beerman, in his own proper person, who being arraigned upon the affidavit herein for plea thereto, says that he is not guilty

EVA M. JOHNSON)
VS) # 12973
TERRE HAUTE, INDIANAPOLIS)
EASTERN TRACTION CO., ET AL.)

Comes now the plaintiff, by counsel, and this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

ERNEST E. FARROW)
VS) # 13041
DANVILLE FARMERS SUPPLY CO.)

Come now the parties, by counsel, and the plaintiff files affidavit and motion for a change of venue of this case from the County, which affidavit and motion is in the words and figures following, to-wit: (H.I.).

By agreement of said parties, this cause is sent to Morgan County, for trial. Five days given to perfect the change.

JUNE DAVIS, By Roy O.)
Davis, Her Next Friend) E N T R Y
VS) # 13112 Judgt. vs Deft. for $200.00 and Cost.
GEORGE E. CLODFELTER) J.D. 15, Page 190

Comes now the parties herein and this cause being submitted to the court for finding, judgment 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 allegations of plaintiff's complaint are true, and that she is entitled to recover of and from the defendant herein, and that she has been damaged in the sum of Two hundred dollars ($200.00).

It is, therefore, ordered, decreed and adjudged that plaintiff recover of and from the defendant the sum of two hundred dollars, together with her costs laid out and expended and taxed at _____dollars.

THEODORE DAVIS, By Roy O.)
Davis, His Next Friend) E N T R Y
VS) # 13113 Judgt. vs Deft. for $200.00 and Cost.
GEORGE E. CLODFELTER.) J.D. 15, Page 190.

Comes now the parties herein and this cause being submitted to the court for finding, judgment 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 allegations of plaintiff's complaint are true, and that he is entitled to recover of and from the defendant herein, and that he has been damaged in the sum of two hundred dollars ($200.00).

It is, therefore, ordered, decreed and adjudged that plaintiff recover of and from the defendant the sum of two hundred dollars ($200.00), together with his costs herein laid out and expended and taxed at_____dollars.

THE STATE OF INDIANA)
VS) # 95
SELMA SNAPP; RUSSELL)
SNAPP; EDITH SNAPP;)
IMOGENE SNAPP and ROSS)
SNAPP.)

Comes now Carey W. Gaston, president of the Board of Guardians, herein, and files petition to make Selma Snapp, Russel Snapp, Edith Snapp, Imogene Snapp and Ross Snapp as wards, which petition is in the words and figures following, to-wit: (H.I.).

Comes now Nannie F. Snapp, mother of said wards, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

The Court having heard the evidence in the case, does now find, that the said children are dependent and neglected as alleged in the petition herein, and that the prayer of said petition should be granted.

It is, therefore, considered and adjudged by the Court that the above and foregoing named children, Selma Snapp, Russell Snapp, Edith Snapp, Imogene Snapp and Ross Snapp, each under the age of seventeen years, be, and they are declared

to be wards of the Board of Childrens Guardians of Hendricks County, Indiana, until further order of the Court.

And now the appearing to the satisfaction of the Court that the mother of said children, Nannie F. Snapp, is a suitable person to have the care and custody of said children, they are hereby awarded to her until the further order of the Court.

Donein open court the day and year above written.

THE STATE OF INDIANA)
VS) # 7091
RUSSELL L. PAYNE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Russell L. Payne, in his own proper person, and the Court being advised concerning the giving of the check for which the defendant herein is charged, the defendant is allowed to go on his own recognizance from day to day of this term of Court and from term to term thereof, until this cause is disposed of, on condition that he pay the entire debt for which the check was given, within a reasonable time. And time is given.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Wednesday Morning, December 3rd, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

THE STATE OF INDIANA)
VS) # 7079
JOHN FELTNER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also John Feltner in his own proper person, who being advised by the Court concerning the charge against him, does now waive arraignment and enters a plea of guilty to the offense charged in the affidavit.

THE STATE OF INDIANA)
VS) # 7086
HAROLD PHILLIPS)

Come now the parties, by counsel, and the defendant files affidavit and motion for a change of venue from the regular judge, which affidavit and motion is in the words and figures following, to-wit: (H.I.).

By agreement of the parties, the Court does now sustain said motion and Charles V. Sears, an attorney at this bar, is appointed special judge in said cause.

MADISON COUNTY TRUST CO.)
VS) # 12325
DUDLEY M. WILLISTON, ET AL.)

Comes now the defendants Arthur Wolf and E. Leona Wolf, by counsel, and file answer to the complaint and to the cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

ORVILLE L. WEBB AND)
DENNIS C. FREEMAN, ETC.)
VS) # 13079
JOHN W. WHISLER.)

Comes now the plaintiffs, by counsel, and file amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7093 Judgt. vs Deft. for Costs.
GURNEY FRIEND.) J.D. 15, Page 190.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Gurney Friend, in his own proper person, who being arraigned upon the affidavit herein for plea thereto, says that he is guilty and that his age is seventeen years.

Whereupon the Court finds that the defendant, Gurney Friend, is guilty of the offense charged in the affidavit, and that he should be sentenced to the

Board of Trustees of the Indiana Reformatory for a term of not less than three years nor more than ten years, and that he should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, Gurney Friend, be, and he is hereby sentenced to the Board of Trustees of the Indiana Reformatory for a term of not less than three years nor more than ten years, and that he pay the costs of this action taxed at _____dollars and _____ cents.

And now the Court being duly advised, does suspend the sentence of commitment to the Board of Trustees of the Indiana Reformatory during the good behavior of said defendant.

C. A. DISNEY, ADMINISTRATOR OF)
THE ESTATE OF EVERETT P. DISNEY)
VS) # 12996
GREAT AMERICAN CASUALTY COMPANY)

Comes now the parties herein, by counsel, and this cause being at issue, the sheriff of this county is ordered to bring into open court the following jurors for jury service, to-wit: Harold Mason, Ira Masten, Mark Patterson, Elisha Wallace, Louis L. Pounds, John Barnett, Robert Bayless, Grover Bailey, Grant Reeves, Elso Fritche, Melvin Gibbs and Charles Worrell, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open court, to well adduced.

After the hearing of the evidence, the parties waive the arguments. The defendant tendered instructions numbered from one to five inclosive and the Court indicated in writing thereon that it would refuse each of said instructions. The Court then instructs the jury giving of its own motion instructions numbered respectively from one to nine inclosive. To the giving of each of the said instructions, the defendant at the time duly objects and excepts. The defendant also at the same time objects and excepts to the refusal of the Court to give each of its tendered instructions.

At the close of the instructions given, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And afterwards, said jury is conducted into open Court by the officer in charge and they return a verdict for the plaintiff for $1400.00, which verdict is in the words and figures following, to-wit:

VERDICT

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

C. A. DISNEY, Administrator of the estate
of everett P. Disney, deceased.
VS
GREAT AMERICAN CASUALTY COMPANY

We, the jury, find for the plaintiff and assess his damages in the sum of $1400.00.

Chas. B. Worrell
Foreman

All instructions tenered and refused, and those given to the jury by the Court is ordered filed and recorded in the proper order book of this Court, which is now done.

THE STATE OF INDIANA)
VS) # 7086
HAROLD PHILLIPS)

Comes now Charles V. Sears, herein, and accepts said appointment, and is duly qualified to serve as such special judge, which qualifications are in the words and figures following, to-wit:

The State of Indiana, County of Hendricks,ss:

I, Chas. V. Sears, swear that I will support the Constitution of the United States and the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in the case of The State of Indiana against Harold Phillips, so help me God.

Chas. V. Sears

Subscribed and sworn to this 3rd day of Dec. 1930 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court
Jimri E. Dougan, Judge.

Thursday Morning, December 4th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

UNION TRUST COMPANY, ET AL.)
VS) # 12941
SAMUEL E. RAUH, ET AL.)

Comes now the parties, by counsel, and on motion of the defendant, Samuel E. Rauh, deposition of Rena Clayton is ordered published. To said order of the Court, the plaintiffs at the time duly objects and excepts.

The plaintiffs, by counsel, does now file motion for a continuance of the trial of this case, which motion is in the words and figures following, to-wit: (H.I.).

CHRISTINE INNES)
VS)# 12980
RALPH RANDEL)
JENNIE L. RANDEL)

Comes now the plaintiff, by counsel, and files affidavit and motion for a change of venue of this case from the regular judge, which affidavit and motion is in the words and figures following, to-wit: (H.I.).

Now by agreement of the parties, the Court sustains said motion and does appoint A. J. Stevenson an attorney at this bar, as special judge to try said case.

Comes now the said A. J. Stevenson, herein, and accepts said appointment, and is duly qualified to serve as such special judge, which qualifications are in the words and figures following, to-wit:

The State of Indiana, County of Hendricks, ss:

I, A. J. Stevenson, swear that I will support the Constitution of the United States of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in the case of Christine Innes against Ralph Randel and Jennie L. Randel, so help me God.

A. J. Stevenson

Subscribed and sworn to this 4" day of Dec. 1930, before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk

THE STATE OF INDIANA)
VS) # 7079 Judgt. vs Deft. for $100.00 Fine and Costs.
JOHN FELTNER) J.D. 15, Page 191.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also John Feltner, in his own proper person, and the Court being advised, does now find that the defendant is guilty of the offense charged herein, and that he should be fined in the sum of $100.00; that he should be sentenced to the Indiana State Farm for a term of six months; and that he should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, John Feltner, be and he is fined in the sum of $100.00; that he be sentenced to the Indiana State Farm for a term of six months; and that he pay the costs of this prosecution, taxed at _____dollars and _____cents.

And now the Court being advised, does suspend the sentence of the defendant, John Feltner, of the Indiana State Farm during his good behavior.

THE STATE OF INDIANA)
VS) # 7092
RICHARD BEERMAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also, Richard Beerman, in his own proper person, and asks leave of Court to withdraw his plea of not guilty. The Court being duly advised, now grants the same, and said plea is withdrawn.

Whereupon the defendant, Richard Beerman being duly advised by the Court concerning his rights, does now enter a plea of guilty to the offense charged in the affidavit, and that he is twenty-seven years of age.

And now the Court finds that the defendant is guilty of the offense charged in the affidavit, and that he should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a term of not less than one year nor more than ten years, and that he should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court, that the defendant, Richard Beerman, be, and he is sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a term of not less than one year nor more than ten years, and that he pay the costs of the prosecution taxed at _____ dollars and _____cents.

And the Court being advised concerning the circumstances of the assult and battery in question, does now agree with the defendant, in writing, that the sentence to the Indiana Reformatory should be suspended during his good behavior, upon the terms and conditions therein set forth, as follows, to-wit:

State of Indiana) SS: Cause No. 7092
Hendricks County) In the Hendricks Circuit Court
November Term, 1930.

The State of Indiana) AGREEMENT BETWEEN RICHARD BEERMAN AND THE COURT CONCERNING
vs) A PLEA OF GUILTY IN A CASE OF ASSAULT AND BATTERY WITH IN-
Richard Beerman) TENT TO KILL.

Whereas, the defendant in the foregoing entitled cause has this day requested the court to be permitted to withdraw his plea of "not guilty" heretofore entered in said cause and be allowed to enter a plea of guilty to the charge alleged in the affidavit, and

Whereas, the court being fully advised, does now grant said request, and said defendant, in pursuance thereof does now enter his plea of guilty to the charge alleged in the affidavit, and,

Whereas, the court being fully advised as to the circumstances under which the assault and battery was perpetrated upon the prosecuting witness, and being otherwise fully advised, does now consent to a suspension of defendant's sentence upon the following conditions, viz:-

That the defendant will leave his father's home and premises and not return thereto, except upon the invitation of his father, for the entire period of his probation;

That he will not in any way or manner molest his father or his mother, either upon the father's premises or at or in any other place during said probation period.

And now the defendant, in open court, consents to said conditions and does hereby subscribe thereto. Richard Beerman

Accepted in open Court this 4" day of December 1930.

Zimri E. Dougan, Judge of the Hendricks Circuit Court.

And court adjourned until 9:00 o'clock A.M. Friday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Friday Morning, December 5th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

SHERMAN SCOTT, ETC.)
VS) # 13116 Judgt. vs Pltf. for Costs.
OSCAR BRADFORD, TRUSTEE) J.D. 15, Page 191.
OF WASHINGTON SCHOOL)
TOWNSHIP.)

Comes now the parties, by counsel, and the Court having examined said petition and being duly advised in its premises, does now deny the same Temparary Injunction refused, and that the petitioner should pay the costs of this action.

It is, therefore, considered and adjudged by the Court, that the Temparary Injunction be refused, and that the petitioner pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA)
VS) # 7086
HAROLD PHILLIPS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, by counsel, and files verified motion to quash affidavit for search warrant, the search warrant, the return thereon and to suppress the evidence, which verified motion is in the words and figures following, to-wit: (H.I.).

Charles V. Sears Special Judge

Charles V. Sears, Special Judge.

GERTRUDE FLYNN)
VS) # 13110
FORREST E. FLYNN)

Comes now the plaintiff, by counsel, and upon its motion, this case is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed.

CHAS. HANNA & GEO. WENDLING PARTNERS, ETC.)
VS) # 11394
ERNEST MOODY.)

Comes now the plaintiffs, by counsel, and upon their motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CHAS. HANNA & GEO. WENDLING)
PARTNERS, ETC.)
VS) # 11408
SAMUEL P. KENT)

Comes now the plaintiffs, by counsel, and this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Saturday Morning, December 6th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

CHARLES HANNA AND)
GEORGE WENDLING,)
PARTNERS, ETC.)
VS) # 11393
ORAL F. SMITH)

Comes now the plaintiffs, by counsel, and upon their motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CHARLES HANNA AND)
GEORGE WENDLING,)
PARTNERS, ETC.)
VS) # 11455
HOWARD PLASTERS)
ET AL)

Comes now the plaintiffs, by counsel, and upon their motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7090
JOSEPH ROUNDER)

Comes now the State of Indiana, by Arny M. Watkins, prosecution attorney, and comes also the defendant, Joseph Rounder, in his own proper person, and the Court does now allow the said defendant to go hence upon his own recognizance until the further order of the Court.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Monday Morning, December 8th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

IN THE MATTER OF THE RECEIVERSHIP)
OF THE FARMERS BANK OF HAZELWOOD,) Order for Sale of Real Estate.
INDIANA. CALVIN STOUT, RECEIVER.)

Comes now Calvin Stout, receiver for the Farmers Bank of Hazelwood, Indiana, and files the following verified petition for the sale of certain real estate therein described which petition is in words and figures as follows, to-wit: (H.I.).

And the court having seen said petition and being duly advised finds that in the interests of all parties concerned said real estate therein described should be sold under the terms and conditions as prayed for.

It is therefore considered and adjudged by the court that said receiver be, and he is hereby authorized and ordered to sell said real estate in his petition described as follows, to-wit:

The south half of the Northwest quarter of Section 2, Township 13 North, Range 1 West containing 80 acres, more or less, in Morgan County, Indiana,

at and for the price reported of $3,200.

The sale to be made upon the following terms and conditions, to-wit: the purchaser to assume and agree to pay the balance due on a certain mortgage to the Bankers Trust Company of Indianapolis, Indiana, in the approximate sum of $5,100, the remainder thereof in cash except $1,000, the same to be payable $500 in one year and $500 in two years from date secured by a second mortgage on said real estate.

And now said receiver tenders his deed to the purchasers, Grant Young and Ida B. Young, which deed the court now approves and which deed said receiver is instructed to deliver upon compliance with the above conditions on the part of the purchasers above named.

ARTHUR S. MELLENGER) Judgt. vs Deft. for $75.00 and Costs.
ELLA MELLENGER, HIS) J.D. 15, page 192.
WIFE,)
vs) # 12995 - Decree for Possession of Real Estate.
ANDREW I. HUTTON.)

Come now the plaintiffs in the above entitled cause of action and by permission of the court are given the privilege to amend their complaint in said cause so as to show that the true name of the defendant is Andrew I. Hutton.

And now this cause coming on for hearing and the court, being satisfied that the defendant has been duly notified of the filing and pendency of this action for more than ten days prior to the return day fixed by endorsement on the complaint and more than ten days prior to the date of the hearing herein as the same is shown by the writ of summons issued to the sheriff of Hendricks County, Indiana, and the return of said sheriff endorsed on said summons, which writ of summons and the

sheriff's return thereon are on the following words and figures, to wit: (H.I.), and the said defendant failing to appear either in person or by counsel is now three times loudly called in open court, but comes not and wholly makes default herein.

And therefore the issues being joined herein on the complaint and default of the defendant is now submitted to the court, without the intervention of a jury, for finding, trial, judgment and decree.

And the court having heard the evidence adduced by the plaintiffs in support of the allegations in their complaint contained and being fully advised and informed in the premises, does now find for the plaintiffs that the allegations of their complaint are true; that they are the owners and entitled to the immediate possession of the real estate in their complaint descrived and hereinafter described; that the defendant is in possession of said real estate and is holding such possession unlawfully; that by reason of such unlawful holding possession of said real estate he has damaged the plaintiffs in the sum of Seventy Five Dollars.

It is therefore ordered, adjudged and decreed by the court that the plaintiffs have and they are hereby granted the immediate possession of the following described real estate and premises lying and being located in Hendricks County, Indiana, to wit:

A part of the Northeast Quarter of Section 15, Township 17 North, range 2 West, described as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 15, township 17 North, range 2 West, and running thence East 145 feet for a place of beginning; thence East 548 feet; thence South 202 feet; thence West 693 feet; thence North 142 feet; thence East 145 feet; thence North 60 feet to the place of beginning containing 3,16/100 acres, more or less.

It is ordered by the court that the plaintiffs recover off of and against the defendant the sum of Seventy Five Dollars as damages on account of the unlawful holding over and possession of said above described real estate.

It is ordered by the court that the Sheriff shall execute this order by putting the plaintiffs in possession of said real estate.

It is ordered that the costs of this action shall be taxed against the defendant.

And Court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Tuesday Morning, December 9th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

THE STATE OF INDIANA)
VS) # 7095
HENRY CLARKSTON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also Henry Clarkston, in his own proper person, and the Court being advised as to the circumstances of this case, the defendant's condition, and the condition of his family, does now permit said defendant to go on his own recognizance until the further order of the Court.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Wednesday Morning, December 10th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

IDA BUNTEN)
VS) # 12894
JOHN BUNTEN)

Comes now the said Otis E. Gulley, herein, and accepts the appointment of special judge, and is duly qualified, which qualifications are in the words and figures following, to-wit:

The State of Indiana, County of Hendricks, ss:

I, Otis E. Gulley, swear that I will support the Constitution of the United States and the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in the case of Ida Bunten against John H. Bunten, so help me God.

Otis E. Gulley

Subscribed and sworn to this 10" day of December 1930
before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk

IDA BUNTEN)
VS) # 12894 Judgt vs Deft. for Costs. D E C R E E
JOHN BUNTEN) J.D. 15, Page 192.

Comes now Otis E. Gulley, duly appointed by the Hendricks Circuit Court as special judge in the above entitled cause, and now qualified as such Judge.

And now the plaintiff files answer in general denial to the cross-complaint of the defendant herein, which answer is in the words and figures as follows, to-wit: (H.I.)

And this cause being at issue the same is now submitted to the court for trial, finding and decree.

And the court having heard the evidence and being duly advised finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to a divorce from the defendant on the grounds therein stated. The court further finds against the defendant on his cross complaint.

It is therefore now ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff, Ida Bunten, and the defendant, John H. Bunten, be, and the same are hereby dissolved and the plaintiff is granted an absolute divorce from the defendant.

It is further adjudged and decreed that the defendant pay the costs of this action taxed at $_____.

Otis E. Gulley
Otis E. Gulley, Special Judge.

FIRST RURAL LOAN & SAVINGS ASSOCIATION)
VS) # 13107
LYDIA T. HARVEY, ET AL.)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therecord considered and adjudged by the court that this cause be and the same is hereby dismissed.

State of Indiana, Hendricks County, SS. No. 13017
In the Hendricks Circuit Court November Term 1930. Decree.

First Rural Loan and Savings Association, Plaintiff, vs William H. Adams et al., Defendants.) Action to Foreclose Mortgage, and for Receiver. Judgt. vs Deft. for $812.55 and Costs. J.D. 15, Page 192.

Comes now the plaintiff and shows to the satisfaction of the Court, that the defendants William H. Adams and Ellen Adams, his wife, Omer A. Sullivan and Lulu E. Sullivan his wife, have been duly served with summons herein, more than 10 days before the return day endorsed by the plaintiff upon its Complaint herein, and more than 10 days before this date, which summons together with the return of the Sheriff endorsed thereon reads as follows, to wit: (H.I.)

And now the plaintiff shows to the satisfaction of the Court, that all the other defendants herein, have been duly notified of the filing and pendency of this action against them by three weekly publications in the Hendricks County Republican a newspaper printed and published in the English language, and of general circulation in Hendricks County, Indiana, the last of which publications was more than 30 days before the return day endorsed by the plaintiff on its Complaint herein, and more than 30 days before this date, which notice together with the affidavit of the printer thereto attached, reads as follows, to wit: (H.I.) and the defendants, and each of them, failing to appear, answer, or demur herein, they are now each three times audibly called in open Court, but come not, but herein wholly make default.

And now upon the plaintiff's motion this cause is submitted to the Court for trial, finding, and judgment, upon the plaintiff's complaint herein, and the default of all the defendants, and the coming of the jury is waived.

And the Court after reading the plaintiff's promissory note and mortgage herein used on, and after hearing the evidence adduced by the plaintiff, and being fully advised in the premises, finds for the plaintiff, that all the allegations of the plaintiff's Complaint herein are true; that the plaintiff's promissory note and mortgage herein sued on, are now due and unpaid; that the defendants have wholly failed and refused to pay said note and mortgage, although often requested so to do; that defendants now owe and are indebted to the plaintiff, on the note and mortgage herein sued on, in the sum of $762.55 principal and interest, and the further sum of $50.00 as and for the fee for the plaintiff's attorney herein; that the plaintiff mortgage herein sued on, should be foreclosed against the real estate described in said mortgage, and in the plaintiff's Complaint herein, and against the rents, issues, and

profits of said real estate; that the equity of redemption of the defendants, and each of them in and to said real estate, and the rents, issues, and profits thereof, should be forever barred and foreclosed; that said real estate and the rents, issues and profits thereof, should be sold by the Sheriff of Hendricks County, Indiana, as other lands are sold upon judgment and decree, and the proceeds arising therefrom should be applied, first, to the payment of the costs of this action, second, to the payment of the plaintiff's judgment herein, and any part thereafter remaining be applied as the Court may direct, that said note and mortgage, and the judgment rendered herein, are all payable without any relief from valuation and appraisement laws, and with attorney's fees, and with interest at the rate of 8% per annum from and after the date of the judgment rendered herein.

And the Court further finds that by the terms and conditions of the plaintiff's mortgage herein sued on, the mortgagors mortgaged all the rights, privileges, improvements, and appurtenances of the real estate described in said mortgage, and all the rents, issues, and profits thereof, to secure the payment of the plaintiff's promissory note and mortgage herein sued on.

And the Court further finds that by the terms and conditions of the plaintiff's mortgage herein sued on, the mortgagors specially agreed that upon the filing of any suit to foreclose said mortgage, the mortgages should have the right to immediately have a receiver appointed by the proper Court, who should be ordered and adjudged by said Court to take immediate possession of said mortgaged property without any further notice to the mortgagors, preserve said real estate from waste, pay the taxes and insurance thereon, and collect the rents, issues, and profits thereof, from the date of the appointment of said receiver, until said suit to foreclose is finally disposed of, and the judgment rendered therein is fully paid, or until a deed is made for said real estate upon sale made under and by virtue of this judgment and decree; that by the further terms and conditions of said mortgage, the mortgagors further specially agreed that if the owners of said mortgaged premises shall be in the possession thereof at the time of the appointment of said receiver, then said owner shall pay the said receiver such rents for said property as the Court shall order and adjudge, and shall pay such rent monthly in advance; that by the further terms and conditions of said mortgage, the mortgagors further specially agreed that the Court should order and adjudge, that upon the failure of said owner to pay said rent promptly monthly in advance, then that said owner should immediately vacate said property, without any further notice, and that upon the failure of said owners so to do, then said receiver (or his agents) shall immediately remove the goods and chattels of said owners from said premises, without further notice.

And the court further finds that the plaintiff is entitled to judgment against the defendants for its debt herein sued on, for the foreclosure of its mortgage against all the defendants herein, for the foreclosure of the equity of redemption of all the defendants in said real estate, and the rents, issues and profits thereof, for the appointment of a receiver to take possession of said real estate, and collect the rents, issues,and profits thereof, for the costs of this action, and for all other and proper relief in the premises.

It is therefore considered, adjudged and decreed by the Court, that the plaintiff recover of and from the defendants the sum of $812.55 principal, interest, and attorney's fees on the note and mortgage herein sued on, and the costs of this

action taxed at _____dollars and _____cents, all payable without and relief from valuation and appraisement laws, and with interest at the rate of 8% per annum from and after this date.

It is further considered, adjudged, and decreed by the Court that the plaintiffs mortgage herein sued on, be, and the same is hereby foreclosed against all the defendants herein and against the real estate described in the plaintiffs mortgage and complaint herein, to wit: Lot No. 10, and a strip 6 feet wide off of the entire south side of Lot No. 9, all in Darnall's Addition to the Town of Danville, Indiana, situated in Hendricks County, Indiana, and against all the rights, privileges, appurtenances, and improvements thereunto appertaining and belonging, and against the rents, issues and profits of said real estate.

It is further considered, adjudged and decreed by the Court that the equity of redemption of the defendants, and of each of them in and to the above described real estate, and the rents, issues, and profits thereof, be,and the same is hereby forever barred and foreclosed.

It is further considered, adjudged, and decreed by the Court that the above described real estate, and the rents, issues, and profits thereof be sold by the sheriff of Hendricks County, Indiana, as other lands are sold upon judgment and decree, without any relief from valuation and appraisement laws, and that a copy of this judgment and decree duly issued under the hand and seal of the Clerk of this Court,be sufficient authority for said Sheriff to proceed to make said sale.

It is further considered, adjudged, and decreed by the Court, that the proceeds arising from said sale be applied, first to the payment of the costs of this action, second to the payment of the plaintiffs judgment herein, and the third any part thereof remaining be applied as the Court may direct.

It is further considered, adjudged, and decreed by the Court that a reasonable rental for the above described real estate is the sum of $_____ per month, and that the occupants of said property pay the sum of $_____ per month to the receiver appointed herein, as rent for the above described real estate, and that they pay said rent monthly in advance, beginning at the time of the appointment of the receiver herein, and continuing such payments so long as the said occupants remain in the possession of said real estate, or until the judgment rendered herein is fully paid, or until a deed is made for said real estate upon sale made under and by virtue of this judgment and decree, and failing to pay said rent as above adjudged, that said defendants immediately vacate said premises without any further notice, and failing so to do, the receiver appointed herein is hereby ordered and adjudged (by himself or his agents) to remove the goods and chattels of said defendants from said real estate, without any further notice to said defendants, or any further order of this Court.

It is further considered, adjudged, and decreed by the Court, that James W. Nichols be appointed receiver herein, and his bond is hereby fixed at the sum of $500.00.

And now comes said receiver in open court and accepts said appointment, and now files his bond as such receiver, which bond is now examined and approved by the court, and this cause is continued for report herein.

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

And court adjourned until 9:00 o'clock A.M. Thursday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Thursday Morning, December 11th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

CHRISTINE INNES)
VS) # 12980
RALPH RANDEL)
JENNIE L. RANDEL)

Comes now the parties, by counsel, and the defendants file answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue, the sheriff of this county is ordered to bring into open court the jurors of the jury for jury service as follows, to-wit: Melvin Gibbs, Charles Worrell, Robert Bayless, Grover Bailey, Grant Reeves, John Barnett, Charles Hadley, Ira Masten, Mark Patterson Elisha Wallace, Elzo Fritsche and Louis L. Pounds, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, who are legally empanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to law and the evidence adduced.

And after hearing a part of the evidence in the case, the jury is allowed to separate until 9:00 o'clock A.M., December 12th, 1930, under the instructions of the court as to their duties during such separation.

A. J. Stevenson

A. J. Stevenson, Special Judge.

And court adjourned until 9:00 o'clock A.M. Friday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Friday Morning, December 12th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

CHRISTINE INNES)
VS) # 12980
RALPH RANDEL)
JENNIE L. RANDEL)

Comes now the parties, by counsel, and on motion of the defendants, and by agreement of said parties, the Court appoints Dr. L. W. Armstrong to make a physical examination of the plaintiff.

The jury is again brought into open Court, and after hearing a part of the evidence in the case, said jury is permitted to separate until 9:00 o'clock A.M., December 13th, 1930, under the instructions of the Court as to their conduct during such separation.

A. J. Stevenson, Special Judge.

THE STATE OF INDIANA)
VS) # 6064
EVERETT CROW)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written motion to have this cause dismissed, which written motion is in the words and figures following, to-wit: (H.I.), and this cause is now nollied.

THE STATE OF INDIANA)
VS) # 7055
OTTO HUFF)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written motion to have this cause dismissed, which written motion is in the words and figures following, to-wit: (H.I.), and this cause is now nollied.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Saturday Morning, December 13th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

CHRISTINE INNES)
VS) # 12980
RALPH RANDEL)
JENNIE RANDEL)

Come now the parties, by counsel, and the jury is again brought into open Court, and now at the close of all of the evidence, and before the argument of counsel is heard, the plaintiff does now dismiss her complaint as to the defendant, Ralph Randel.

The plaintiff now tenders instructions numbered from one to five inclusive, and the Court does now indicate upon said tendered instructions those given and those refused. The defendant now tenders instructions numbered from one to four inclusive, and the Court does now indicate upon said instructions those tendered and those refused.

After the hearing of the argument of counse, the jury is permitted to separate under instructions of the Court as to their duty and conduct during such separation until 9:00 o'clock A.M. Monday, December 15th, 1930.

A. J. Stevenson, Special Judge.

THE STATE OF INDIANA)
VS) # 96 Delinquency.
JOHNNY McCLOUD)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Johnny McCloud with Allen McCloud, his father, and now the Court hears the evidence in respect to the charges against the said defendant.

Whereupon the Court having heard the evidence, and being duly advised, finds that the charges in the affidavit are true, and that the defendant is guilty of the several acts of delinquency alleged therein, and that he is nine years of age.

It is, therefore, considered and adjudged by the Court that the defendant Johnny McCloud, be and he is sentenced to the custody and care of White's Indiana Manual Labor Institute for a term of three years.

MARIE CRAIG)
VS) # 13077 Jugt. vs Deft. for Costs.
RUSSELL CRAIG) J.D. 15, Page 193.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summonses herein and the return of the Sheriff thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by

the plaintiff by indorsement on her complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court, but come not, and herein wholly makes default. Arny M. Watkins, prosecuting attorney, is now called to defend this case.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged; all at the cost of the defendant.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Marie Craig and Russell Craig be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

The Court further finds that the plaintiff, Marie Craig, is a proper and suitable person to have the care and custody of the minor children named in the complaint, viz: William A. Craig and Betty Susan Craig.

It is further considered, adjudged and decreed by the Court that said minor children be awarded to the plaintiff until further order of the Court.

It is further considered, adjudged and decreed by the Court that the defendant, Russell Craig, pay and satisfy the costs of this action taxed at _____ dollars and _____cents.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Monday Morning, December 15th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

THE STATE OF INDIANA)
VS) # 7087
FRED ORME)
EDGAR GARRINGER)

Comes now the defendant, Edgar Garringer, by counsel, and files affidavit for subpoena for a witness confined at the Indiana State Farm, which affidavit is in the words and figures following, to-wit: (H.I.). The Court having examined the petition and being duly advised in its premises, does now allow the same.

The Clerk of this Court is ordered to issue subpoena for the witness, Fred Orme, and have the same served upon the Superintendent of the said Indiana State Farm, returnable at 9:00 o'clock A.M. of Wendesday the 17th day of December, 1930.

THE DANVILLE TRUST COMPANY,)
RECEIVER OF THE NORTH SALEM)
BANK)
VS) # 13029
OTIS E. GULLEY)

Comes now the defendant, by counsel, and files affidavit and motion for a change of the venue of this case from the county, which affidavit is in the words and figures following, to-wit: (H.I.).

CHRISTINE INNES)
VS) # 12980
RALPH RANDEL)
JENNIE L. RANDEL)

Comes now the parties, by counsel, and the jury is again brought into open Court, and now the Court instructs the jury giving of its own motion instructions numbering from one to _____, inclusive, to the giving of each of which the plaintiff and the defendant, each separately and severally excepts. The Court also gave to the jury instructions numbered 2,3,4 and 5 as tendered by the plaintiff. To the giving of each of said instructions the defendant objects and excepts. The Court also gave to the jury instructions numbered _____ tendered by the defendant. To the giving of each of which the plaintiff objects and excepts. Of the instructions tendered by the plaintiff, the Court refuses to give instruction numbered one, to which refusal the plaintiff objects and excepts. Of the instructions tendered by the defendant, the Court refuses those numbered _____ and the Court gave instruction numbered four, as modified in instruction numbered twenty-two given by the Court of its own motion, to which refusal to give as tendered of each instruction the defendant objects and excepts.

All instructions given to the jury and those tendered and refused, are ordered filed and recorded in the proper order book of this Court, which is now done.

At the close of all of the evidence, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And afterwards, the jury is conducted into open Court by the officer in charge, and there it returns a verdict in favor of the plaintiff in the sum of $2100.00, which verdict is as follows, to-wit:

VERDICT

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

CHRISTINE INNES

VS

JENNIE L. RANDEL

We, the jury, find for the plaintiff, and assess her damages in the sum of $2100.00.

Chas B. Worrell

Foreman

A. J. Stevenson

A. J. Stevenson, Special Judge.

And court adjourned until 9:00 o'clock A.M. Tuesday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Tuesday Morning, December 16th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

ARTHUR J. JONES)

VS) # 12526

CARL FREYN, ET AL.)

Come now the parties, by counsel, and be agreement of the matters at issue, are submitted to the Court for trial, finding, without the intervention of a jury.

After the hearing of the evidence in this case, the Court does now take said case under advisement.

And court adjourned until 9:00 o'clock A.M. Wednesday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Wednesday Morning, December 17th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

LEONARD E. GARRISON)
VS) # 12327
BIOPHONE CORPORATION)

Comes now the plaintiff, by counsel, and upon his motion this case is dismissed at his costs.

It is,therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed, and the plaintiff, Leonard E. Garrison, pay the costs of this action taxed at _____dollars and _____ cents.

STATE OF INDIANA, EX REL)
DAVID A. SURBER)
VS) # 13133
EVERETT WATSON, ET AL)

Comes now the plaintiff, by counsel, and the Court being advised, does now order summons issued for the defendant to the Sheriff of Hendricks County, Indiana, made returnable December 26th, 1930.

THE STATE OF INDIANA)
VS)# 7087 Judgt. vs Deft., Edgar Garringer for Costs.
FRED ORME) J. D. 15, Page 193.
EDGAR GARRINGER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Edgar Garringer, in his own proper person, and it appearing to the Court that the said defendant is without means to employ counsel for his defense herein, the Court now appoints Horace L. Hanna, the county attorney, to defend said defendant.

The defendant, Edgar Garringer, now waives arraignment and pleads not guilty.

By agreement of the parties, the cause is submitted to the Court for trial, finding and decree without the intervention of a jury.

Whereupon the Court having heard the evidence in the case and being sufficiently advised, does now find the defendant, Edgar Garringer, guilty of the offense charged in the affidavit, and that the said defendant should be sentenced to the Indiana State Farm for a term of one year, and that he should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, Edgar Garringer, be and he is sentenced to the Indiana State Farm for a term of one year and that he pay the costs of this prosecution taxed at _____ dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Thursday Morning, December 18th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

And court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Friday Morning, December 19th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

ANDREW HIRT)
VS) # 12914
FRED V. THOMAS)

Comes now the defendant, Fred V. Thomas, herein, and upon his motion and request all pleadings filed by him in this case, the Court allows him to withdraw.

FRANK P. FOX)
VS) # 12993
HAROLD C. BRANDT)
ET AL

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the court, that this cause be and the same is hereby dismissed.

FRANK P. FOX)
VS) # 12994
HAROLD C. BRANDT)
ET AL

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the court, that this cause be and the same is hereby dismissed.

STATE FARM MUTUAL AUTO)
INSURANCE COMPANY AND)
CLARENCE PHILLIPS)
VS)# 13086
LUTHER HODLEY)

Comes now the plaintiffs, by counsel, and the defendant is ruled to answer.

MARGARET SANDER,)
Plaintiff)
VS) CAUSE NO. 12970
UNITED STATES CASUALTY)
COMPANY,)
Defendant)

Comes now the defendant, United States Casualty Company, by its attorneys, and tenders and presents to the Judge of this court, in open court, its Bill of Exceptions No. 1 containing the instructions tendered, given and refused in this cause, and requests the Judge to sign and cause the same to be filed without delay.

And whereupon, the Judge of this court, after due examination of said Bill of Exceptions No. 1, and upon being sufficiently advised in the premises, now finds that said Bill of Exceptions No. 1 thus presented by the defendant is true, and settles, signs and approves the same and orders that said Bill of Exceptions No. 1 be filed in open court with the Clerk of this court and further orders that the same be a part of the record herein.

And now the said defendant, by its attorneys as aforesaid, and after said Bill of Exceptions No. 1 was thus signed by the Judge of this court, files with the Clerk of this court, in open court, its said Bill of Exceptions No. 1 containing the Instructions tendered, given and refused in this cause, and which said Bill of Exceptions No. 1 thus signed by the Judge and filed with the Clerk in open court, as aforesaid, is in the words and figures following, to-wit:

(H. I.)

And now said defendant, United States Casualty Company, files its written motion and causes for a new trial herein, said motion and causes for a new trial being in the words and figures, to-wit:

(H. I.)

WALLACE & OGLE)
VS) # 12655 Judgt. vs Deft.for $136.89 and Costs.
WILLIAM DELANEY) J. D. 15, Page 193.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures folling, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, that the allegations of their complaint are true, and that there is due the plaintiff upon the note in suit, the sum of $124.45 of principal and interest, and the further sum of $12.44 as attorney's fees, and that the plaintiff is entitled to a personal judgment against the defendant, William Delaney, for a total of said two sums, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, William Delaney, the sum of $136.89, together with the costs for this action taxed at _____dollars and _____ cents.

CLEMSON A. SHUBART)
VS) # 12775 Judgt. vs Deft. for $3000.00 and Costs.
CITY OF INDIANAPOLIS) J. D. 15, Page 194.

Comes now the parties, by counsel, and the Court being duly advised, does now overrule defendant's motion for new trial of this cause, to which ruling of the Court, the defendant at the time duly excepts.

Notice is hereby given that I filed a claim on this judgment for $1000 & for services rendered in securing the same. Otis E. Gulley

Plaintiff's Exhibit No. 2 admitted in evidence. Dated this 19 day of Dec. 1932 - Otis E. Gulley atty for Plaintiffs

The Court does now give sixty days to file all bill of exceptions.

And now, the Court renders judgment upon the verdict of the jury.

It is, therefore, considered and adjudged by the Court that the plaintiff, Clemson A. Shubart, recover of and from the defendant, City of Indianapolis, the sum of $3000.00 for damages assessed by the jury, together with the costs of this action taxed at _____ dollars and _____ cents.

MAYBELLE SEATON)
GUY SEATON)
VS) # 11595 Judgt. vs Defts., A. Emmett Bly, Juanita Bly, Joseph Bly and Lydia Ann Bly for $662.50 and Costs.
A. EMMETT BLY)
JUANITA BLY) J. D. 15, Page 194.
JOSEPH BLY)
BEN W. ANDERSON)
JOHN W. ADER)
LYDIA ANN BLY)
HENRY H. UNDERWOOD)
CONTINENTAL NATIONAL BANK)
OF INDIANAPOLIS)
CUSSIUS J. WRIGHT)
FRANK ANDERSON)
MAY ANDERSON)
INDIANA NATIONAL BANK)
OF INDIANAPOLIS)
HUBBARD SCARCE LUMBER CO.)
G. A. EDMONSON)

Comes now the plaintiff Maybelle Seaton and Guy Seaton in person and by their attorney S. C. Kivett and Otis E. Gulley, and now comes defendants Joseph Bly, Lydia Ann Bly, A. Emmett Bly and Juanita Bly by Blessing and Stevenson their Attorneys, and now said plaintiffs dismiss their complaint as to the defendant G. A. Edmonson, and now the defendants Indiana National Bank of Indianapolis and Continental National Bank of Indianapolis files answers herein which answers are in words and figures following to-wit: (H.I.) and it being shown to the court that the defendants Frank Anderson and May Anderson, have each been duly served with summons issued herein for more than ten days prior to return day as endorsed on plaintiff's complaint, and for more than ten days from this date, and said defendant Frank Anderson and May Anderson having each been three times loudly called in open court, but come not, and herein wholly make default, and it is now suggested to the court that after the defendant Sarah M. Stout filed her answer herein, she departed this life, and that Morgan Stout is now the duly and legally appointed qualified and acting administrator of said estate, and the name of Morgan Stout, administrator of the estate of Sarah M. Stout, deceased, is substituted as a defendant herein, instead of the name of Sarah M. Stout, and the defendant Hubbard Scearce Lumber Company having heretofore filed their answer herein and this cause being at issue and having been set for trial, the same is now 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 plaintiffs upon their complaint, and that the allegations of the complaint are true, and that the prayer and demand of said complaint should be granted.

The court further finds that on the 14th day of Feb. 1919 the defendants, A. Emmett Bly and Joseph Bly executed to Alfred W. Carter their prommosory note for $1000.00 due in five years after date with interest at the rate of six percent per annum, payable every six months, and that said note was payable at the

Citizens State Bank, at Plainfield, Indiana.

The court further finds that on the 5th day of Sept. 1923, the said defendants A. Emmett Blu and Juanita Bly, his wife, Joseph Bly and Lydia Ann Bly, his wife executed to Otis E. Gulley, Executor of the last will and testament of Alfred W. Carter deceased, their certain mortgage to secure said note on the real estate described in plaintiff's complaint, and that said mortgage was duly recorded on the 11th day of September, 1923 at 4 o'clock P. M. in record 79 at page 28 in the records of the Recorder's office of Hendricks County, Indiana; that on the 26th day of March, 1924, the said Otis E. Gulley, Executor of the last will and testament of Alfred W. Carter, deceased, assigned and transferred said mortgage, and the note secured thereby, without recourse on the assignor, to the plaintiffs Maybelle Seaton and Guy Seaton, under the name and style of Guy W. Seaton, and that the plaintiffs are now the legal holders of said note and mortgage, and that said mortgage constitutes a lien on the real estate described in said mortgage, and also described in the complaint filed herein.

The court further finds that the defendants, Ben. W. Anderson, John W. Ader and Henry H. Underwood were not notified by summons and made no appearance in this case and the right, title and interest held by them, or either of them, in and to said real estate, is in no way effected, by this judgment and decree, and that any sale hereafter made shall be made subject to any right, title or interest, they, or either of them may have, as shown by the records of the Recorder's office of Hendricks County, Indiana.

The court further finds that the defendants Indiana National Bank of Indianapolis, Indiana on the 28th day of Nov. 1923 obtained a judgment against the said A. Emmett Bly in the sum of $129.31, and that said judgment is duly recorded in Judgment Docket No. 14 page 111 in the records of the Clerks office of Hendricks County, Indiana, and that there is now due on said judgment the sum of $226.51, together with the costs of said action, which constitutes a valid and subsisting lien on said real estate, described in plaintiff's complaint, but that said lien is subsequent and junior to plaintiff's lien thereon.

The court further finds that on the 28th day of Nov. 1923, the said defendant Hubbard Scearce Lumber Company obtained a judgment against the said A. Emmett Bly for the sum of $199.99 and that said judgment is duly record in judgment docket 14 at Page 111 in the records of the Clerk's office of Hendricks County, Indiana; that then is now due the sum of $274.56, that said judgment is unsatisfied of record and now constitutes a valid and subsisting lien against the real estate described in plaintiff's complaint, and that said lien is subsequent and junior to the lien of plaintiffs herein, and that said lien of the Hubbard Scearce Lumber Company and the Indiana National Bank, of Indianapolis were filed in the Clerk's office and recorded in the judgment docket, as above set out on the same date, and that there is no priority as to Hubbard Scearce Lumber Company and Indiana National Bank, and that payments on said judgments, if any, shall be made in equal preportion to the amounts due thereon.

The court further finds that the defendant Sarah M. Stout recovered Judgment against the defendants A. Emmett Bly and Joseph Bly on the 29th day of December, 1923, in the sum of $434.17, and that said judgment is duly recorded in judgment docket 14 at Page 109 in the records of the Clerk's office of Hendricks County, Indiana, and that the amount now due on said judgment is $589.70, and that the same is

unpaid and constitutes a valid and subsisting lien on said real estate which is subsequent and junior to the lien of plaintiffs herein, and to the liens of defendants, Indiana National Bank and Hubbard Scearce Lumber Company.

The court further finds that said defendant Cassius J. Wright recovered judgment against the defendant A. Emmett Bly in the sum of $556.60 on the 31st day of May 1924, and that said judgment is duly recorded in judgment docket 14 at Page 138 in the records of the Clerk's office of Hendricks County, Indiana, and that there is now due on said judgment the sum of $744.69 and said amount constitutes and valid and subsisting lien upon the real estate described in plaintiff's complaint, but that said lien is subsequent and junior to the liens of Indiana National Bank, Hubbard Scearce Lumber Co. and Sarah M. Stout.

The court further finds that the defendant Continental National Bank recover a judgment against the defendant A. Emmett Bly and Joseph Bly for the sum of $299.10 on the 2nd. day of June 1924, and that said judgment is duly recorded in judgment record 14 at Page 138 in the office of the Clerk of Hendricks County, Indiana, and that there is now due on said judgment the sum of $397.80, and that said judgment constitutes a valid and subsisting lien on the real estate described in plaintiff's complaint, but that said lien is subsequent and junior to plaintiffs lien and to the liens of the defendants Indiana National Bank, Hubbard Scearce Lumber Company, Sarah M. Stout and Casius J. Wright.

The court further finds that on the 6th day of Feb. 1926 the said defendants A. Emmett Bly, Juanita Bly, Joseph Bly, and Lydia Ann Bly for a valid consideration executed an agreement with plaintiffs herein that if the entire amount of said note and mortgage, including costs and attorney fees incident to this foreclosure were not paid within one year from the date of said agreement, that the Judge of the Hendricks Circuit Court was thereby authorized to enter judgment in this proceedings.

The court further finds that a reasonable attorneys fees for services rendered herein is $300.00.

The court further finds the amount of principal, interest and attorney fees now due on said note and mortgage the sum of $662.50, and that all of said amount is secured by said mortgage on the real estate described in plaintiffs complaint and that said plaintiffs are entitled to have said mortgage foreclosed as against all of said defendants, and are entitled to have said real estate sold.

It is therefore, ordered, adjudged and decreed by the Court, that the plaintiff have, and recover of and from said defendants, A. Emmett Bly, Juanita Bly, Joseph Bly and Lydia Ann Bly the sum of $662.50 together with costs of this action, and all accruing costs without relief from valuation or appraisment laws.

It is further ordered, adjudged and decreed by the Court that the equity of redemption of all defendants to this cause of action, who have been served with notice, and all persons claiming under or through them, or either of them, in and to the real estate described in plaintiffs complaint, which real estate is situated in Hendricks County, State of Indiana, and described as follows, to-wit:

> Beginning at the south-west corner of Lot No. six in block two in the original town of Plainfield, thence running north on the west line of said lot six eighty-six feet; thence east parallel with the north side of main street, twenty feet; thence south to a point twenty feet east of said Beginning point, eighty-six feet and thence west on the north line of Main Street twenty feet to the place of beginning.

be, and the same is forever barred and foreclosed and that said above described real estate and all right, title and interest and claim of each and all of said defendants, who have been served with notice, in this cause, and all persons claiming from, under or through them, or either of them, in and to said real estate, shall be sold by the Sheriff of Hendricks County, State of Indiana, as other lands are sold on execution, the sale to be made without any relief from valuation or appraisment laws.

It is further ordered, adjudged and decreed by the court that said sale be made subject to the first mortgage now a lien on said real estate.

It is further ordered, adjudged and decreed by the Court that the proceeds arising from said sale shall be applied as follows to-wit:

First. To the payment of the costs and all accruing costs herein.

Second. To the payment of the amount found due the Plaintiffs on their note and mortgage sued upon herein, the same being the amount of the judgment herein rendered against said defendant, A. Emmett Bly, Juanita Bly, Joseph Bly, and Lydia Ann Bly, in favor of the plaintiffs, together with interest thereon from this date.

Third. After the payment of the above amounts, if there be any sum remaining over and above said amounts, as heretofore ordered paid out, then said Sheriff shall pay to defendants, Indiana National Bank and Hubbard Scearce Lumber Company in equal proportion to the amount herein found due them and each of them together with interest thereon from this date.

Fourth. If there be any sum remaining in the hands of the Sheriff after all the above amounts have been paid then said Sheriff shall pay to Morgan Stout, administrator of the estate of Sarah M. Stout the amount herein found due on the judgment held by the said Sarah M. Stout.

Fifth. If there is any sum remaining in the hands of the Sheriff after the above amounts have been paid out then said Sheriff shall pay to Cassius J. Wright the amount of the judgment found due the said Cassius J. Write, together with interest thereon to this date.

Sixth. If there be any sum remaining in the hands of the Sheriff over and above the amount heretofore ordered paid out said Sheriff shall pay to the Continental National Bank the amount herein found due them together with interest thereon from this date.

Seventh. The Sheriff shall also pay the costs of each of the severall actions in the same order as the several judgments are paid.

Eighth. If there be any sum remaining in the hands of the Sheriff over and above the amounts heretofore ordered paid out, then said Sheriff shall pay the amount, that so remains to the Clerk of the Hendricks Circuit Court, to be paid to who ever may be entitled thereto. In the event said mortgaged premises shall fail to sell for a sum sufficient to satisfy the costs of said action and the judgment and interest thereon due plaintiffs, and the costs yet to accrue herein, the residue thereof remain unpaid shall be levied on the goods and chattles and lands and tenaments of the said defendants, A. Emmett Bly, Juanita Bly, Joseph Bly and Lydia Ann Bly, subject to execution and the sale thereof shall be made without any relief from valuation or appraisment laws, all of which is now finally ordered, adjudged and decreed by the court.

O. K. Zimri E. Dougan, Judge.

And court adjourned until 9:00 o'clock A.M. Saturday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Saturday Morning, December 20th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

And court adjourned until 9:00 o'clock A.M. Monday,

Record read and signed in open court.

Zimri E. Dougan, Judge.

Monday Morning, December 22nd, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

HARRISON H. HUFFORD, ET AL,)
EX PARTE DRAIN.) # 10744

Comes now the construction commissioner herein and files his financial report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises, now approves the same, and orders distribution as set out in said report.

And now said drainage commissioner is discharged from his bond and trust herein.

EDGAR D. TOMPKINS)
VS) # 12818
INDIANAPOLIS STREET)
RAILWAY COMPANY.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, Edgar D. Tompkins is ordered to pay and satisfy the cost of this action taxed at _____dollars and _____cents.

STATE OF INDIANA, ON THE RE-)
LATION OF LUTHER F. SYMONS,)
BANK COMMISSIONER OF INDIANA.)
VS) # 12421 ORDER FOR SALE OF REAL ESTATE
CITIZENS' STATE BANK)
PLAINFIELD, INDIANA.)

Comes now Horace L. Hanna, Receiver of the Citizens' State Bank, Plainfield, Indiana, in the above entitled cause, and files his duly verified petition, showing therein that in pursuance to an order heretofore made by this court, he as such Receiver, foreclosed a certain mortgage against the following described real estate in the County of Hendricks, State of Indiana, to-wit:

The East Half of the North East Quarter of Section Twelve (12) in Township Fourteen (14) North, Range One (1) West, containing eighty acres more or less,

against Solomon C. Elkins and Alice Elkins, his wife and Eugenia E. Davis, that said judgement of foreclosure was had in the September Term, 1929, and that said Receiver purchased said real estate at Sheriff's Sale in the month of November, 1929 in said foreclosure proceeding, and a Sheriff's Certificate was duly issued said Receiver and that at the expiration of the year of redemption said Sheriff of Hendricks County, Indiana, duly executed a deed to said Horace L. Hanna, as Receiver for the Citizens'

State Bank, Plainfield, Indiana, and that said Receiver has now the possession and full title to said real estate, and that said Receiver now has among the assets of said bank said real estate and that said Receiver now prays for an order to sell said real estate to pay the debts and liabilities of said Citizens' State Bank, Plainfield, Indiana. That said petition is in the following words and figures, to-wit: (Here Insert).

The court upon examining said petition and being duly advised in the premises finds that the allegations therein contained are true.

The court further finds that in order to pay the debts and liabilities of said Citizens' State Bank, Plainfield, Indiana, said Receiver should be ordered to sell all of said real estate.

The court further finds that said real estate should be sold free of liens, and that said sale should be for cash.

The court further finds that said Receiver should have said real estate duly appraised by two disinterested freeholders in the neighborgood where said real estate is situated, and that said real estate should be sold at private sale for cash for not less than the full appraised value thereof, and that notice of such sale should be given for two weeks by two publications in the Plainfield Messenger, a weekly newspaper printed and published in the Town of Plainfield, Indiana, setting forth in such notice the time, place, terms and conditions of such sale shall be continued from day to day thereafter until said real estate is sold, and that upon said sale being completed, said Receiver should report said sale to this court for approval.

It is therefore now ordered and decreed by the court that said Horace L. Hanna, as Receiver for the Citizens' State Bank, Plainfield, Indiana, sell the following described real estate in the County of Hendricks, State of Indiana, to-wit:

The East Half of the North East Quarter of Section Twelve (12) in Township Fourteen (14) North, Range One (1) West, containing Eighty (80) acres, more or less;

that said real estate be sold free of liens.

It is further ordered and decreed by the Court that said Receiver shall have said real estate duly appraised by two disinterested free holders who shall appraise said real estate at its fair cash value, said appraisement to be filed with the court by said Receiver in this Cause.

It is further ordered and decreed by the court that said sale of said real estate shall be made at private sale for not less than the full appraised value thereof, for cash, and that said Receiver shall give notice of two weeks, by two publications in the Plainfield Messenger, a weekly newspaper of general circulation, printed and published in the Town of Plainfield, Indiana setting forth in such notice the time, place, terms and conditions of said sale, and that if said sale is not made on said date as fixed, said sale shall be continued from day to day thereafter until said property is sold.

It is further ordered by the Court that said Receiver made due report of his proceedings to this Court under this order.

THE DANVILLE STATE BANK)
OF DANVILLE, INDIANA.)
VS)# 13099
DAVID A. HIGGINS, ET AL)

Comes now the plaintiff, by counsel, and files petition for the appointment of receiver, which petition is in the words and figures following, to-wit: (H.I.).

And the court having examined the above petition, and being duly advised in the premises, now finds that the plaintiff is legally entitled to have a receiver appointed to take charge of said farming lands, to rent the same, collect the rents, and apply the same as directed by the court in payment of taxes, and keeping up the ordinary repairs on said described premises during the year of redemption. And the court now appoints Frank Hays, as such receiver, who is directed to file his bond as such receiver payable to the State of Indiana, in the penal sum of Five Hundred Dollars with surety to be approved by the court. And now comes said Frank Hays, and presents to the court for inspection and approval his bond herein payable to the State of Indiana, in the penal sum of $500.00, with John C. Taylor, as his surety, and the court now accepts and approves said bond, and said receiver is directed to take charge of said premises. All of which is ordered, adjudged and decreed by the court.

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
Zimri E. Dougan, Judge.

Tuesday Morning, December 23rd, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

URBAN OLSEN)
VS) # 13049 Judgt. vs Deft. for $441.00 and Costs.
GALEN S. HICKS) J. D. 15, Page 194.

Comes now again the plaintiff and it appearing from the summons and the return of the sheriff endorsed thereon that the defendant herein has been served with process for more than 10 days prior to the 30th day of September, 1930, the day on which summons was returnable in this cause as appears from plaintiff's endorsement on the complaint herein, which summons and the return thereon are in words and figures as follows, to-wit: (H.I.), and the plaintiff now being three times audibly called in open court comes now but herein wholly makes default.

And this cause being submitted to the court for trial, finding and judgment without the intervention of a jury, and the court being duly advised in the premises finds that the allegation of plaintiff's complaint are true and that there is due on the note sued upon the sum of $441.00 including principal and interest and the further sum of $40 for attorney's fee, for all of which plaintiff is entitled to judgment without any relief whatever from valuation or appraisement laws.

It is therefore, ordered, adjudged and decreed that the plaintiff recover of and from the defendant the sum of $481.00 without relief from valuation or appraisement laws and the costs of this action taxed at $_____.

CLAYTON BANK & TRUST COMPANY) Judgt. vs Deft. for
VS) # 13120 Decree of Foreclosure $4141.55 and Costs.
WARREN REALTY COMPANY) J.D. 15, Page 195.

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 the Warren Realty Company has been duly served of the notice of the filing and pendency of this action more than 10 days before the 22nd day of December, 1930, which summons together with the endorsement of the sheriff endorsed thereon is in words and figures as follows, to-wit: (H.I.), the defendant is now three times audibly called in open court but comes not and herein wholly makes default.

And the court having heard the evidence and being advised finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that there is due plaintiff from the defendant, Warren Realty Company, on the notes sued upon in the plaintiff's complaint, the sum of $3941.55. The court further finds that plaintiff is entitled to recover of and from the defendant the sum of $200.as a reasonable fee for the services of the plaintiff's attorneys in this action, all of which sums the plaintiff is entitled to have and recover of and from the defendant, Warren Realty Company, without relief from valuation or appraisement laws.

The court further finds that to secure the payment of said obligation the defendant, Warren Realty Company, executed their mortgage on the real estate described in the plaintiff's complaint and that the plaintiff is entitled

to have said mortgage foreclosed and the real estate sold and the proceeds applied to the payment of said judgment.

It is therefore considered, adjudged and decreed by the court that the plaintiff shall have and recover of and from the defendant, Warren Realty Company, the sum of $4141.55 together with the costs of this action and all accruing costs all without relief from valuation or appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of the defendant, Warren Realty Company, and of all other persons claiming from, under or through them in and to the real estate described in the complaint lying and being in the county of Hendricks, state of Indiana, and described as follows: to-wit:

A part of the East half of the Northwest quarter of Section 35, and a part of the Southeast quarter of the Southwest quarter of Section 26 all in Township 15 North Range 1 East, described as follows: Beginning at the Southeast corner of said quarter quarter and running thence North along the East line of the same 10.67 chains to a point which is 3.56 chains South of a stone at the intersection of said East line and the center of the Cumberland Road; thence South 69, 1/2 degrees West parallel with the center line of said Road 12.97 chains; thence North 20,1/2 degrees West 3,1/3 chains to the center of said Road; thence South 69,1/2 degrees West along the center of said Road 5.36 chains; thence South 20,1/2 degrees East 28.91 chains to a stone on the North line of the Southeast quarter of the Northwest quarter of Section 35, which is 11.37 chains East of the Northwest corner thereof; thence East 14.61 chains to the Northeast corner of said quarter quarter; thence North along said East line of the Northeast quarter of the Northwest quarter of said Section 35, 20.16 chains to the place of beginning, excepting that part of said real estate conveyed by said Warren Realty Company to Cyrus M. Hobbs on December 21, 1922, and which real estate is specifically described in deed recorded in Deed Record 129 at Page 542 of the Records of deeds in the Recorders office of Hendricks County, Indiana, and the real estate mortgaged herein containing exclusive of the right-of-way of the Terre Haute, Indianapolis and Eastern Traction Company, 32.796 acres, more or less.

be, and the same is forever barred and foreclosed, and that said described real estate, and all the right, title, interest and claim of said named defendants, and of all persons claiming, from, under or through them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of the said county of Hendricks, state of Indiana, as other lands are sold on execution, the sale to be without any relief from valuation or appraisement laws.

The proceeds arising from said sale to be applied as follows, to-wit:

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.

Third. The over plus, 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.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattels and lands and tenements of said defendant, Warren Realty Company, subject to execution; and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

STATE OF INDIANA, ON THE RELATION)
OF JAMES M. OGDEN, ATTORNEY GENERAL,)
ET AL.)
VS)$ 13060
AMOS G. HAINES, ET AL.)

Comes now the defendant, Amos G. Haines, by counsel, and files affidavit and motion for a change of venue of this case from the regular judge, which affidavit and motion is in the words and figures following, to-wit: (H.I.)

ORDER APPOINTMENT JURY COMMISSIONERS.

It is ordered by the Court that Fred H. Stewart of the Town of Danville, Indiana, and Fletcher McCalment of Washington Township, Indiana, well known to be of opposite Politics and of good character for intelligence, morality and integrity, be and they are hereby appointed Jury Commissioners of Hendricks Circuit Court, of Hendricks County, Indiana, for the year ending December 31st, 1931.

It is, further ordered that they be and appear in open Court on the 24th day of December, 1930, and then and there take the oath provided by law in such cases, and that the Clerk of this Court is ordered to notify the said commissioners of their respective appointments.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.

Jimri E. Morgan, Judge.

Wedneday Morning, December 24th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

M. A. ISAAC, TRUSTEE)
VS) # 12773
FLETCHER AMERICAN NATIONAL BANK) (For continuation see botton of page.)

Comes now the plaintiff, by counsel, whose motion to set aside order purporting to have been entered July 5th and rendered Sept. 16 and to enter judgment of dismissal is overruled, to which ruling of the Court the plaintiff at the time duly excepts. The plaintiff's motion for a new trial is also overruled, to which ruling of the Court the plaintiff at the time duly excepts.

Charles V. Sears
Special Judge

CHRISTINE INNES)
VS) # 12980 Judgt. vs Deft., Jennie Randel, for $2100.00
RALPH RANDEL) and costs.
JENNIE L. RANDEL) J. D. 15, Page 195.

Comes again the parties and now the court renders judgment upon the verdict of the jury.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendant, Jennie L. Randel, the sum of $2100.00, his damages assessed by the jury, together with the costs of this action laid out and expended and taxed at _____dollars and _____cents.

All of which is now finally ordered and adjudged by the court.

A. J. Stevenson
Special Judge

M. A. ISAAC, TRUSTEE)
VS) # 12773
FLETCHER AMERICAN NATIONAL BANK)

The plaintiff now prays for and is granted an appeal to the Appellate Court of Indiana and is allowed ninety (90) days within which to file all bills of exceptions and is allowed sixty (60) days within which to file an appeal bond, which appeal bond is now fixed by the Court in the sum of $500.00, with The Standard Surety and Casualty Co. of New York, as surety thereon, which surety is approved by the Court.

Charles V. Sears
Charles V. Sears, Special Judge.

Charles V. Sears
SPECIAL JUDGE.

And Court adjourned until 9:00 o'clock A.M. Thursday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

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Friday Morning, December 26th, 1930.

Court met pursuant to adjournment,
Present Honorable Zimri E. Dougan, Judge.

STATE OF INDIANA ON THE RELATION OF)
DAVID A. SURBER)
VS) # 13133 Judgt. vs Defts. for Costs.
EVERETT WATSON, ANSON L. JONES AND) J.D. 15, Page 195.
HUGH J. WOODY, MEMBERS OF THE ELEC-)
TION BOARD FOR MIDDLE TOWNSHIP,)
HENDRICKS COUNTY, INDIANA.)

Come now the parties in person and by counsel and the defendant Hugh J. Woody files motion to set aside the summons and the return of the sheriff, which motion is in words and figures as follows, to-wit: (H.I.) And the court being sufficiently advised now overrules said motion to which ruling the defendant, Hugh J. Woody, now objects and accepts.

And now the plaintiff moves the court to amend the petition by inserting the true and correct name of the defendant, Hugh J. Woody, and also to correct the summons and the return of the sheriff endorsed thereon to show the true and correct name of the defendant, Hugh J. Woody, in said petition mentioned and described as J. F. Woody, which motion is in words and figures as follows, to-wit: (H.I.) And the court being sufficiently advised now sustains said motion and orders said petition, summons and return thereof amended to show the true name of Hugh J. Woody as party defendant in said action.

And now the defendant's file answer, each separately and severally, in general denial which answer is in words and figures as follows, to-wit: (H.I.)

And this cause being at issue the same 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 finds for the plaintiff and that the allegations of the plaintiff's petition are true and that the plaintiff is entitled to an order requiring the defendants, Everett Watson, Anson L. Jones and Hugh J. Woody, members of the election board for Middle Township, Hendricks County, Indiana, to re-assemble as the Board of Election officials for Middle Township, Hendricks County, Indiana and that the said Anson L. Jones and Hugh J. Woody, as members of the Board of Judges, cast lots to determine which of the candidates named in said petition, to-wit: Harold M. Knetzer and David A. Surber, was elected to the office of Township Trustee for said Middle Township, Hendricks County, Indiana, and to certify said election as by law provided.

It is therefore considered, ordered and adjudged by the court that on Saturday, December 27th, 1930, at 10:00 o'clock A. M. at the banquet room in the basement of the High School Building in said town of Pittsboro, Middle Township, Hendricks County, Indiana, the defendants, Hugh J. Woody and Anson L. Jones, the Board of Judges, at said general election in Middle Township, Hendricks County,

Indiana, held on November 4th, 1930, shall meet and determine by lot the person entitled to the office of Township Trustee for said Middle Township, Hendricks County, Indiana.

It is further adjudged and decreed that the said defendant, Everett Watson, as inspector of said general election for Middle Township, Hendricks County, Indiana, shall make out and deliver to the person elected a certificate of election and deliver the same to the person declared to be elected by said Board of Judges above named. It is further ordered that the said Everett Watson, as such inspector, shall file, in the Clerk's office of Hendricks County, Indiana, a certificate showing the result of said election as reported by said Board of Judges.

It is further adjudged and decreed by the court that the defendants pay the costs of this action taxed at $_____.

ALBERT LEA FOUNDRY COMPANY)
VS) # 12374 Judgt. vs Deft. for $205.52 and Costs.
LILE B. DOTY) J. D. 15, Page 196.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following to-wit: (H.I.). That the defendant has been duly served with process more than 10 days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, that the allegations of its complaint are true and that there is due it upon the account sued upon in the complaint, the sum of $205.52, and that the plaintiff is entitled to a judgment against the defendant, Lile B. Doty, for the said amount and the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Lile B. Doty, the sum of $205.52, together with the costs for this action taxed at _____ dollars and _____ cents.

LINGEMAN & LINGEMAN ET AL.)
VS) # 12954 Judgt. vs Deft. S. Herbert Essex for $539.88 and Costs.
S. HERBERT ESSEX UT EX.) J.D. 15, Page 196.

Comes now the plaintiffs in person and by counsel, and it appearing to the court by the summons issued herein and the return of the sheriff indorsed thereon, that the defendant S. Herbert Essex has been served with process more than ten days before the first day of the present term of this court, and more than ten days before this date, which said summons and return thereon are in words and figures as follows, to wit: (insert)

And said defendant S. Herbert Essex having been on the ____ day of November, 1930, ruled by the court to file answer to plaintiffs' complaint on or before the 17 day of November, 1930, and having failed and refused to make such answer to said complaint to this date, and now said defendant being three times loudly

called in open court, comes not, but herein wholly makes default.

And the court having heard the evidence, and being duly advised in the premises, finds for the plaintiffs, and that the material allegations of plaintiffs' complaint are true, and the court finds there is due the plaintiffs from defendant on the claim and demand sued on herein the sum of $489.65 with $40.23 interest, and the further sum of $60.00, fees for plaintiffs' attorney, and which sums the plaintiffs are entitled to recover from said defendant, S. Herbert Essex, together with the costs of this action, all without relief from valuation or appraisement laws.

And the court further finds that on the 13 day of August, 1929, and within sixty days after performing the labor and furnishing the material or tile mentioned in plaintiffs' complaint the plaintiff filed in the office of the Recorder of Hendricks County, Indiana, a notice of his intention to hold a lien and premises mentioned and described in the complaint, and that said notice was, on said date, duly recorded in the office of said recorder; the court further finds that said plaintiffs have and hold a lien on said premises for the amount of said claim, and that they are entitled to have their lien enforced against said premises.

Court further finds that the Federal Joint Stock Land Bank of Indianapolis, has a mortgage against said real estate in the sum of $4000.00 which said mortgage is recorded in Mortgage Record 88 at page 329.

It is therefore considered and adjudged by the court that the plaintiffs have and recover of and from said defendant S. Herbert Essex the said sum of $489.65 together with $40.23 interest and $60.00 attorney's fees, together with the costs of this action, and all accruing costs, without relief from valuation or appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of said defendant S. Herbert Essex, and of all persons claiming from, under or through him in and to the real estate described in the complaint, lying and being in the county of Hendricks, state of Indiana, and described as follows: to wit: The north half of the north-west quarter of section 17, township 16 north, range two east, all except ten acres off of the north-west corner thereof and except three acres off of and across the northeast corner thereof belonging to the Pennsylvania Rail Road Company, be and the same is forever barred and foreclosed, and that said described real estate, and all the rights, title and interests and claim of said named defendant and of all persons claiming from under or through him in and to the same, or so much thereof as may be necessary for the purpose, shall be sold by the sheriff of said county of Hendricks, state of Indiana, subject to the Mortgage of the Federal Joint Stock Land Bank of Indianapolis as other lands are sold on execution, the sale to without any relief from valuation or appraisement laws.

The proceeds arising from the sale of said real estate to be applied as follows, to wit: First. To the payment of costs and accruing costs of this action. Second. To payment of the amount found due the plaintiff on the claim sued upon herein, being the amount of the judgment hereinbefore rendered, together with interest from this date. Third. 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.

In the event said premises upon which these plaintiffs hold said

lien, shall fail to sell for a sum sufficient to pay and satisfy said judgment, interests, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattles, lands and tenements of said defendant S. Herbert Essex, subject to execution; and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

It is further considered, adjudged and decreed by the court that a certified copy of this order and decree issue to the sheriff of said Hendricks County, Indiana, directing and commanding him to sell the said real estate in Hendricks County, to wit: The North Half of the north-west quarter of section 17, township 16 north, range two east, all except ten acres off of and north-west corner thereof and except three acres off of and across the north-east corner thereof belonging to the Pennsylvania Rail Road Company, as upon execution, subject to the mortgage of the Federal Joint Stock Land Bank of Indianapolis and to apply the proceeds thereof, or so much as may be necessary to pay and discharge said sum and costs of this suit.

CHARLES E. SHIELDS, ADMINISTRATOR)
OF THE ESTATE OF ARTHUR R. BOFFO,)
DECEASED.)
VS) # 12333
PENNSYLVANIA RAILWAY COMPANY.)

Comes now the plaintiff, by counsel, and files petition to settle this cause, which petition is in the words and figures following, to-wit: (H.I.).

The Court having examined said petition and being sufficiently advised in its premises, does now order the same allowed.

MARTHA J. PFAFF, ADMINISTRATRIX)
OF THE ESTATE OF HASKELL P. PFAFF,)
DECEASED.)
VS) # 12331
PENNSYLCANIA RAILROAD COMPANY)

Comes now the plaintiff, by counsel, and files petition to settle this cause, which petition is in the words and figures following, to-wit: (H.I.).

The Court having examined said petition and being sufficiently advised in its premises, does now order the same allowed.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

Zimri E. Dougan, Judge.

Saturday Morning, December 27th, 1930.

Court met pursuant to adjournment,

Present Honorable Zimri E. Dougan, Judge.

GEORGE M. BARNARD, RECEIVER)
FOR TUXEDO STATE BANK,)
-VS-) # 12943 P R A E C I P E
ROY E. CASTETTER,)
LONDON & LANCASHIRE INDEMNITY)
COMPANY OF AMERICA.)

TO Frank Tucker,
AS CLERK OF THE HENDRICKS CIRCUIT COURT OF
THE STATE OF INDIANA:

You are hereby requested to prepare a transcript of the record of the proceedings in the above entitled cause and to include therein all papers and pleadings filed and on file, the Order Book entries of all orders and rulings and the final judgment in the above entitled cause, and to include therein the original bill of exceptions filed in said cause and certify to the same, to be used on appeal to the Appellate Court of the State of Indiana.

Dated this the 27th day of December, 1930.

Blessing & Stevenson
Henderson & Henderson
E. O'Harrah
Attorneys for Defendants.

Received this, the 27" day of December, 1930.

Frank Tucker
As Clerk of the Hendricks Circuit Court of the State of Indiana.

DOUNA R. SCOTTEN, ET AL.)
VS) # 12353
NAUNIE WALLS, ET AL.)

Come now Clark & Nichols, attorneys for the plaintiff, herein, and file a petition for allowance as attorneys for the plaintiffs, which petition is in the words and figures following, to-wit: (H.I.).

The Court having heard the evidence upon said petition, does now order the amount of $100.00 taxed in favor of said attorneys, and paid by the parties in proportion as their respective interest appear.

Feb. 4-1933, Recd. $100 attorney fees herein direct from Commissioner - Clark & Nichols by Jas. Nichols

ARTHUR JONES)
VS) # 12490
CARL FREYN)
ORVILLE SCOTT)

Come now the parties, by counsel, and by agreement of said parties, the submission of this cause to the Court is withdrawn, and further proceedings herein are continued.

HAVENS & GEDDES CO.)
VS) # 12447 Judgt. vs Pltf. for Costs.
FRANK L. LITTLETON,) J. D. 15, Page 196.
ET AL)

Come now the parties, by counsel, and the Court being fully advised, does now find that the plaintiff is not entitled to recover upon its complaint herein.

It is, therefore, considered and adjudged by the Court that the plaintiff take nothing by its action herein, and that it pay the costs occasioned by said action, taxed at _____dollars and _____cents.

MARY J. PFAFF, ADMINISTRATRIX)
OF THE ESTATE OF HASKELL P. PFAFF,)
DECEASED.)
VS) # 12331
PENNSYLVANIA RAILROAD COMPANY)

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed.

IRENE OGLE)
VS) # 12332
PENNSYLVANIA RAILROAD COMPANY)

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed.

CHARLES E. SHIELDS, ADMINISTRATOR)
OF THE ESTATE OF ARTHUR R. BOFFO,)
DECEASED.)
VS) # 12333
PENNSYLVANIA RAILROAD COMPANY.)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed.

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA)
VS) # 13073
ALBERT STRONG, ET AL.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer.

JOHN T. RICHARDSON, ET AL)
VS) # 12728
WILLIAM PRESTON COX, ET AL)

Comes now the commissioner herein and files his financial report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises now approves the same.

And now said commissioner is discharged from his bond and trust herein.

AETNA LIFE INSURANCE COMPANY)
VS) # 12680
ANNA O. LENHART, ET AL.)

Comes now the receiver heretofore appointed and files his report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises now approves the same.

And now said receiver is discharged from his bond and trust herein.

C. A. DISNEY, ADMINISTRATOR OF)
THE ESTATE OF EVERETT P. DISNEY,)
DECEASED.)
VS) # 12996 Judgt. vs Deft. for $1400.00 and Costs.
GREAT AMERICAN CASUALTY COMPANY) J.D. 15, Page 196.

Come again the parties and now the Court renders judgment upon the verdict of the jury.

It is, therefore, considered and adjudged by the Court that the plaintiff, C. A. Disney, Administrator of the Estate of Everett P. Disney, recover of and from the defendant, Great American Casualty Company, herein, the sum of $1400.00, together with interest thereon at the rate of 6% per annum from the date of the verdict viz, the 3rd day of December, 1930, to the date of the payment of the judgment herein.

It is further considered and adjudged by the Court, that the plaintiff recover of and from the defendant, Great American Casualty Company costs herein occasioned by this action, taxed at _____dollars and _____cents.

GEORGE M. BARNARD, RECEIVER.)
FOR TUXEDO STATE BANK)
VS) # 12943 Judgt. vs Defts. for $9142.50 and Costs.
ROY E. CASTETTER) J. D. 15, Page 197.
LONDON & LANCASHIRE INDEMNITY)
COMPANY OF AMERICA.)

Come the parties by their respective counsel and the court, being advised, overrules the motion for a new trial of this case, to which ruling of the court each defendant at the time separately and severally excepts. And

seventy-five days are given each defendant to file all of his or its bills of the exceptions.

And now the court, being further advised, renders judgment upon the Special Findings and the Conclusions of Law heretofore handed down in this case. It is, therefore, considered and adjudged by the court that the plaintiff, George M. Barnard as receiver of the Tuxedo State Bank, recover of and from the defendant, Roy E. Castetter as principal and London & Lancashire Indemnity Company of America as surety, the sum of $9142.50, together with interest thereon at the rate of six per cent (6%) per annum from the date of the filing of said special finding of facts and conclusions of law thereon viz, the 18th day of October, 1930, until said judgment shall be paid and satisfied. It is further considered and adjudged by the court that the plaintiff recover of and from the said defendants his costs and charges in this case laid out and expended and taxed at $_____and _____cents.

And now each defendant prays an appeal herein to the Appellate Court of the State of Indiana, which appeal is granted on the filing of an appeal bond, payable to the plaintiff, in the sum of $11,000.00, with good and sufficient surety thereon. And now the defendant, London & Lancashire Indemnity Company of America, tenders as surety on said bond The Aetna Casualty & Surety Company, which said surety is duly approved by the Court, and thirty days are given by the Court in which to file said appeal bond.

FREDERICK H. DAY)
VS) # 13012 Judgt. vs Defts. for $826.45 and Costs.
VICTOR BURCH) J. D. 15, Page 197.
FLORA R. BURCH)

Comes now the plaintiff, Frederick H. Day, by Otis E. Gulley, his attorney, and it appearing to the satisfaction of the court by summons issued to the Sheriff of Hendricks County, State of Indiana, and the return of said Sheriff endorsed thereon, which summons and return endorsed thereon are in words and figures following to-wit: (H.I.) that the defendants Victor Burch and Nettie R. Burch, his wife, have each been personally served with process for more than ten days before the day fixed by endorsment on plaintiff's complaint, which is also more than ten days before this date, said defendants are now three times loudly called in open court, but come not and herein wholly make default; and now upon issues tendered by plaintiff's complaint, and by reason of said defendants being defaulted, and this cause having been set for trial, the same is now 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, now finds for the plaintiff upon his complaint and against said defendants and that the facts set forth in said complaint are true and that the relief prayed for therein should be granted.

The court further finds, as alleged in plaintiff's complaint that the defendant Victor Burch on the 1st day of September 1926 executed to this plaintiff his two promissory notes each in the sum of $250.00 with interest at the rate of 6% per annum from date until paid, and attorneys fees, all without any relief whatever from valuation and appraisment laws; that concurrent with the execution of said notes said defendants Victor Burch and Flora R. Burch, his wife, executed and delivered to

this plaintiff a mortgage on certain real estate owned by said defendant Victor Burch for the purpose of securing said notes, which mortgage was filed for record on the 18th day of September, 1926 at 8 o'clock A.M. and was duly recorded in mortgage record No. 23 at page 17 in the records of the Recorder's Office in Hendricks County, State of Indiana.

The court further finds that said mortgagors expressly agreed to pay the sum of money secured without any relief from valuation laws, and that said notes were due respectfully, on the 1st day of June 1929 and on the 1st day of June 1930.

The court further finds that said mortgage was second and subsequent to a mortgage on said real estate held by the Aetna Life Insurance Company of Hartford, Conn. and that said plaintiff in order to protect his title and security has paid interest on said 1st mortgage in the sum of $176.06, and that said plaintiff has also paid insurance premium for the purpose of protecting his said loan according to the terms of said mortgage in the sum of $15.39, and that a reasonable attorneys fees for said plaintiff's attorney is the sum of $75.00, and that there is now due said plaintiff and unpaid as above found the sum of $826.45.

It is therefore ordered, adjudged and decreed by the court that plaintiff have and recover of and from the defendants the sum of $826.45 payable without and relief from valuation or appraisment laws, together with the cost and the accruing costs of this action.

It is further ordered, adjudged and decreed by the court that the equity of redemption of all of the defendants herein, and of all persons claiming by, through, or under them or either of them, in and to the real estate described in their complaint, and described in plaintiff mortgage which real estate is situated in Hendricks County, State of Indiana, and also described as follows to-wit:

> The west half of the south west quarter of Section 33, Township 15 North, Range 2 west excepting lots 7, 8, 9, 10, 11, 28, 29, 30, 32, 45, 46, 47, 48, and 49 in the town of Cincinnatus and also excepting 30½ acres off of the west side of the said quarter section, which said 30½ acres is described as follows to-wit: Beginning at the south west corner of said half quarter section and running thence north on the west line thereof 160 rods to the northwest corner thereof; thence east 40 rods; thence south 8 rods; thence west 10 rods; thence south 152 rods to the south line of said one half quarter thence west 30 rods to the place of beginning. and also excepting the right of way of the Indianapolis & Western Railway Company, and containing in all 45½ acres more or less.

be and the same is for ever barred and foreclosed, and the above described real estate and all the right, title, interest and claim of the debt herein, and of all persons claiming by, from, through or under them or either of them, in, and to any interest in said real estate be sold by the Sheriff of Hendricks County, Indiana, as other lands are sold on execution, said sale to be made without any relief whatever from valuation or appraisment laws, and also to be made subject to the rights of the Aetna Life Insurance Company of Hartford, Conn. and that the proceeds shall be applied as follows to-wit;

(a) To the payment of the costs of this action and all accruing costs.

(b) To the payment of the amount found due the plaintiff on the claim sued on herein, the same being the amount of judgment heretofore rendered, together with interest thereon from this date at the rate of six per cent per annum.

(c) The over plus, if any there be, to be paid by the Sheriff to the Clerk of the Hendricks Circuit Court, for the use and benefit of the party lawfully entitled and authorized to receive the same.

It is further ordered, adjudged and decreed by the court, that in the event said real estate is not sold at Sheriff's sale for an amount sufficient to satisfy the judgment herein rendered, principle, interest and costs, the residue thereof remaining unpaid shall be levied on the goods, chattels, lands and tenements of the defendants Victor Burch and Flora R. Burch, his wife, subject to execution, and sale thereof shall be made without any relief whatever from valuation or appraisment laws, and the distribution of the proceeds of said sale shall be in the same order as the proceeds of the sale of said real estate.

It is further ordered, adjudged and decreed by the court, that the Clerk of this court, on request of the purchaser at Sheriff's Sale at any time after Sheriff's Deed shall have been executed and delivered to the said purchaser of said real estate described above and sold by virtue of this decree of foreclosure shall release of record in the office of the Recorder of Hendricks County, Indiana, the mortgage on which this decree is based.

It is further ordered that in the event any person or persons in possession of said real estate shall refuse on demand of the holder of a Sheriff's Deed thereto issued in pursuance of this order of foreclosure to surrender possession of said real estate to said purchaser, the Sheriff of Hendricks County, Indiana, on the request of said purchaser or purchasers or his or its grantees shall place such purchaset in possession of such real estate and each and every part thereof, using such force as may be necessary to remove any person or persons in possession of such real estate and each and every part thereof, together with their property and effects.

It is further ordered that a copy of this decree under the hand and seal of the Clerk of this Court delivered to the Sheriff of Hendricks County, State of Indiana, shall be sufficent authority to said Sheriff to execute the same by advertising and selling said property as herein provided and said Sheriff being furnished with said certified copy shall proceed forthwith to advertise and sell said property as provided by law.

All of which is ordered, adjudged and decreed by the court.

JUDGE OF THE HENDRICKS CIRCUIT COURT.

IN THE MATTER OF THE PETITION OF)
CARL EADS FOR THE CLEANING AND) ORDER CONFIRMING REPORT OF COMMISSIONER ON LETTING
REPAIR OF THE R. E. KENNEDY DRAIN) CONTRACT

Comes now Jesse F. Evans, construction commissioner, heretofore appointed in the above entitled cause and files the following report of the letting of the contract, which report is in words and figures as follows, to-wit: (H.I.)

And the court having seen said report and being duly advised now in all things approves and confirms the same and the said commissioner also tenders the bond taken by him as construction commissioner, which bond is in words and figures as follows, to-wit: (H.I.) And said bond is now examined and approved by the court.

LEWIS BARKER)
VS) # 13032
VIRL McCALMET)
THOMAS McCALMET)

Comes now the plaintiff, by counsel, and moves the Court to dismiss this case. The Court being sufficiently advised, does now sustain said motion and this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

IN THE MATTER OF THE REPAIR OF)
THE JOSHUA THARP DRAIN.) # 12630

Comes now the construction commissioner, Jessie F. Evans, herein and files his financial report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report, and being sufficiently advised in its premises, now approves the same.

And now said drainage commissioner is discharged from his Bond and trust herein.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13035
THEODORE OGDEN)
NETTIE OGDEN, HIS WIFE,)
STANDARD INVESTMENT AND)
SECURITIES COMPANY.)

Comes now the plaintiff, the Prudential Insurance Company of America, by Davis Harrison and Otis E. Gulley its attorneys and it appears to the satisfaction of the court, by the summons issued to the Sheriff of Hendricks County, which summons and the return endorsed thereon are in words and figures following to-wit: (H.I.) and from the Sheriff's return to the summons issued to the Sheriff of Marion County, Indiana, which summons and the return endorsed thereon are in words and figures following to-wit: (H.I.) that all the defendants have each been duly served with process for more than ten days before the day fixed by the plaintiff by its endorsment on its complaint for said defendants to appear and answer and for more than ten days before this date and that said defendants, and each and all of them have had due and legal notice of the pendency of this action, and the time when, and the court in which it would come on to be heard.

And now on notice of plaintiff each and all of said defendants are three times loudly called in open court, but come not, and herein wholly make default.

And now this cause being at issue, and having been set for trial, and all defendants having defaulted herein, the same is now 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 upon its complaint, and that the alligations of said complaint are true.

And the court further finds against all of said defendants, and that the defendant, Standard Investment and Securities Company have no right, title claim or interest in the real estate described in plaintiff's complaint.

The court further finds, as alleged in the complaint, that the defendant Theodore Ogden, became, and was justly indebted to the plaintiff, and being so indebted on the 14th day of March 1921, executed his promissory note, by which he agreed to pay to said plaintiff the sum of $7000.00 on the 14th day of March, 1941, and that installments were to be paid on said note in the sum of $210.00 on the 14th day of March 1924, and the same amount on the same day in each year thereafter, with interest thereon at the rate of 6% per annum, payable annually and 8% interest after maturity on all unpaid principle, installments and interest, and that said defendants also agreed to pay attorneys fees without any relief from appraisment laws and that the entire principle of said note, and all installments and accrued interest should become immediately due upon default in the payment of any installment of principle, or interest, or any part thereof.

The court further finds that on the 15th day of March 1921, defendants Theodore Ogden and Nettie Ogden, his wife, for the purpose of securing the payment of said note executed to this plaintiff, their mortgage upon certain real estate owned by them and described in plaintiff's complaint, which mortgage was duly filed and recorded on the 15th day of March 1921 at 11-50 o'clock A. M. and recorded in mortgage record No. 73 at pages 511-512-513 in the records of the Recorder Office of Hendricks County, Indiana.

And the court further finds that an enstallment of interest in the sum of $406.70 became due and oweing on the 14th day of March 1930, and that the same was not paid, and that there upon the balance of the entire principle of said indebtedness, to-wit: Six thousand one hundred and sixty ($6160.00) became immediately due and oweing, and that there was on said date due said plaintiff the balance of said principle and interest accrued thereon in the sum of Six thousand five hundred sixty-six dollars and seventy cents ($6566.70) and that said amount bore 8% interest per annum after the date of March 14, 1930, and the plaintiff there upon became and now is entitled to a foreclosure of said mortgage.

The court further finds that by the terms of said mortgage that the taxes and assessment on said land were not paid by said defendants that said failure to pay said taxes also constituted a breach of said mortgage, which would also entitle said plaintiff to foreclose said mortgage, and the amount of such delinquencies, together with interest thereon, at the rate of 8% became a part of the debt secured by said mortgage, and that plaintiff paid as taxes on said real estate, which was a valid lien on said real estate, the sum of $302.04, and that plaintiff is entitled to include said amount on the debt secured by said mortgage.

The court further finds that the plaintiff was required to expend the sum of $4.00 for the continuation of the abstract of title in connection in bringing this action, and that it is entitled to recover said sum, and that said plaintiff is also entitled to recover a reasonable attorneys fees for plaintiff's attorneys, and that a reasonable fee for plaintiff's attorneys is the sum of $500.00.

It is therefore ordered, adjudged and decreed by the court that plaintiff have, and recover of and from defendants, Theodore Ogden and Nellie Ogden, his

wife, the sum of $7785.72 all payable without any relief from appraisment laws together with the costs and accruing costs of this action.

It is therefore ordered, adjudged and decreed by the Court that the quity of redemption of all of the defendants herein and of all persons claiming by, from, through or under them, any interest in and to the real estate described in plaintiff's mortgage and being situated in Hendricks County, Indiana, and described as follows to-wit:-

A part of the northeast quarter of Section 15, Township 17 north, Range 1 west of the Second Principal Meridian, described as follows Beginning at the northeast corner of said Section 15, running thence west 160 rods; thence south 100 rods; thence east 160 rods; thence north 100 rods to the place of beginning, containing 100 acres, more or less, in Union Township, Hendricks County, Indiana.

be, and the same is forever barred and foreclosed, and that said described real estate, and all the right, title, interest, claim or demand of the defendants herein and of all persons claiming by, from, through or under them or either of them, in and to the same, shall be sold by the Sheriff of Hendricks County, State of Indiana, as other lands are sold on execution. Said sale to be made without any relief whatsoever from valuation and appraisment laws, and the proceeds of said sale shall be applied as follows:

(a) To the payment of the costs of this suit and all accruing costs.

(b) To the payment of the amount found due the plaintiff on the claim sued on, being the amount of the judgment hereinbefore rendered together with interest thereon from this date at the rate of 8% per annum.

(c) The over plus, if any there be, to be paid by the Sheriff to the Clerk of the Hendricks Circuit Court for he use and benefit of the party lawfully entitled and authorized to receive the same.

It is further ordered, adjudged and decreed by the court that Grant G. Martin, be, and he is hereby appointed receiver, to take possession of said real estate during the year of redemption, and to receive the rents and profits therefrom and apply the same to the payment of taxes, assessments, interest and principle and necessary repairs and to do such other acts as may be ordered from time to time by the court, and that said receiver shall file his bond herein in the penal sum of $500.00; and now comes Grant G. Martin in open court and presents to the court his bond in the sum of $500.00 with_____as surety thereon, which said bond is now filed and approved by the court and said receiver takes his oath and enters upon his trust herein.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the court that in the event said real estate is not sold at Sheriff's sale for an amount sufficent to satisfy the judgment herein rendered, principle, interest and costs, the residue thereof remaining unpaid shall be levied on the goods, chattels, lands and tenements of the defendants, Theodore Ogden and Nettie Ogden, his wife, subject to execution, and sale thereof shall be made without any relief whatever from valuation or appraisment laws, and the distribution of the proceeds of said sale shall be in the same order as the proceeds of the sale of said real estate.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the court, that the Clerk of this court, on request of the purchaser at Sheriff's sale at any time after Sheriff's deed shall have been executed and delivered to the said purchaser of said real estate described above and sold by virtue of this Decree of Foreclosure shall release of record in the office of the Recorder of Hendricks County, Indiana, the mortgage on which this decree is based.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the court that in the

event any person or persons in possession of said real estate shall refuse on demand of the holder of a Sheriff's Deed thereto, issued in pursuance of this Order of Foreclosure to surrender possession of said real estate to said purchaser, the Sheriff of Hendricks County, Indiana, on the request of such purchaser or purchasers, or his or its grantees shall place such real estate and each and every part thereof, using such force as may be necessary to remove any person or persons in possession of such real estate and each and every part thereof together with their property and effects.

IT IS FURTHER ORDERED that a copy of this decree under the hand and seal of the Clerk of this court delivered to the Sheriff of Hendricks County, Indiana shall be sufficent authority to said Sheriff to execute the same by advertising and selling said property as herein provided and said Sheriff being furnished with said certified copy shall proceed forthwith to advertise and sell said property as provided by law.

ALL OF WHICH IS ORDERED ADJUDGED AND DECREED BY THE COURT.

ARTHUR J. JONES)
VS) # 12526 Judgt. vs Defts for $20,000.00, $1000.00 Atty.Fees and Costs
CARL FREYN AND) J. D. 15, page 197.
BONA BELLE FREYN)

Come now the parties in person and by counsel, and this cause being called for trial before the Court without the intervention of a jury and the evidence being heard and concluded and the Court being duly advised in the premises now finds for plaintiff on his complaint and finds that the material allegations of plaintiff's complaint are true.

And that on the 29th day of July, 1927 defendants executed and delivered to the plaintiff their certain promissory note due ten (10) days after date from the sum of $20,000.00 with six per cent (6%) interest from date until paid and attorney fee.

The Court further finds that on the said 29th day of July, 1927 defendants executed to plaintiff the mortgage to secure the said note on the following described real estate in Hendricks County, Indiana, to-wit:

A part of the Southeast quarter of Section 8, in Township 14, North of Range 2 East, bounded and described as follows, to-wit:
Beginning at a point which is 17 chains and 4 links South of the North West corner of said quarter; and running thence East 23 chains and 22 links to a hackberry tree; thence South 7 chains and 26 links; thence East 16 chains and 93 links; thence South to the Southeast corner of said quarter; thence West 35.15 chains; thence North five chains, and to the West line of said quarter; thence North to the place of beginning, containing 78½ acres, more or less.

The Court further finds that said note and mortgage were and are the property of the plaintiff and that prior to the filing of this suit said note and mortgage were lost by plaintiff and that diligent search has been made for same and that same were not found and that said note and mortgage have not been sold, bartered or given away by the plaintiff herein and that said note and mortgage were at all times since same were executed and are now the property of this plaintiff.

The Court further finds that the copy of said note and the copy of said mortgage as set out in plaintiff's complaint are true and correct copies.

The Court further finds that said note and mortgage are valid subsisting instruments and that same are in full force and effect and that neither the whole or any part of the principal or interest of said note or mortgage has been paid.

The Court further finds that the plaintiff is entitled to have said mortgage foreclosed and any interest that defendants or either of them have in said real estate be sold for the payment and satisfaction of plaintiff's said note and claim herein sued upon.

The Court further finds that plaintiff was compelled to employ counsel to bring and prosecute this action and that a reasonable fee for plaintiff's attorney in this cause is the sum of $1000.00, which sum plaintiff is entitled to recover of defendants.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants the sum of $20,000.00 with interest at the rate of six per cent (6%) from August 8th, 1927 together with the sum of $1000.00 attorney fees and that the mortgage set out in plaintiff's complaint be foreclosed and any interest which defendants or either of them may have in the real estate described in the said mortgage be sold for the satisfaction of plaintiff's said claim and that the equity of redemption of defendants and each of them be forever barred and that plaintiff recover of defendants his costs, herein laid out and expended and taxed that $_____.

GENERAL COURT ALLOWANCES FOR THE NOVEMBER TERM, 1930.

Grant Martin, Bailiff	$115.00
Frank Tucker, Clerk	92.00
Albert H. Shane, Sheriff, and Stamps	94.00
Francis Hiatt, Court Reporter	250.00
Horace G. Miles, Jury Commissioner	3.00
Henry C. Rodney, Jury Commissioner	3.00
Albert H. Shane, Sheriff, Return of Fugitives	94.86
Fletcher McCalment, Jury Commissioner	12.00
Fred H. Stewart, Jury Commissioner	12.00
A. J. Stevenson, Special Judge	60.00
Otis E. Gulley, Special Judge	10.00
Horace L. Hanna, Special Judge	50.00
Charles V. Sears, Special Judge.	50.00
King Typewriter Exchange	10.00
Royal Typewriter Inc.	12.50
Julian D. Hogate, Publisher, Court Docket.	25.00
Lawyers Co-operative Pub. Co.	15.00
The American Law Box Co.	8.00
Grand Jury:	
Robert Pounds	22.50
Lee Coble	18.00
Wall Cooper	14.00
Harvey McClelland	18.00
W. E. Pierson	14.40
William Walls	9.30
George Wendling	4.00
O. E. Nichols, Bailiff attending Grand Jury	10.00
Harold Hadley, Riding Bailiff Grand Jury	12.00
Petit Jury:	
Harold Mason	51.80
Ira Masten	52.80
Charles Worrell	62.90
Elisha Wallace	71.40
Tom King	4.20
Mark Patterson	68.00
Melvin Gibbs	49.00
Robert Bayless	71.40
Grant Reeves	66.30
L. L. Pounds	57.30
Grover Bailey	69.70
John Barnett	52.70
Frank Chadd	12.40
Elso Fritchie	66.30
Charles Hadley	28.00
Edgar Stevenson	34.10

Logan Halfacre	$ 8.60
George Long	17.20
Frank Wills	4.00
John Hawkins	4.00
R. E. Mowery	4.40
R. S. McCullough	4.00
George McClelland	8.00
Emil Hadley	8.40
Chas. Kurtz	3.90
Ott Crews	8.00
Alfred Cooper	8.40
William Stevenson	3.60
George Lineberry	4.50
Charles Hughes	6.60
Otis Gray	8.80
Edgar Wilson	5.00
Peter Shutts	6.20
Simon Whicker	4.00
Charles Courtney	8.80
Adolph Lingerman	4.40
S. E. Marks	4.40
Frank Calbert	8.00
Tom Burns	8.80
John Graves	7.00
J. B. Bowman	4.00
Nov. 10, 1930, Green Tea Cafe 13 meals @ .50¢	6.50
Nov. 19, 1930, East Side Restruant 13 meals @ .50¢	6.50
Dec. 15, 1930, Green Tea Cafe 26 meals @ .50¢	13.00
Total Costs	$ 2045.86

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 Court be continued to the January Term, 1931, of said Court.

And Court adjourned until Court in course,

Records read and signed in open Court.

Zimri E. Dougan, Judge.

GRAND AND PETIT JURORS, DRAWN FOR THE JANUARY TERM, 1931.

BE IT REMEMBERED, That on the 29th day of December, 1930, Fred H. Stewart and Fletcher McCalment, the duly appointed, qualified and acting Jury Commissioners of this Court appear at the office of the Clerk of the Hendricks Circuit Court and the Clerk drew from the Jury Box the names of the following persons for Grand Jury service at the January Term, 1931, of this Court, viz:

1.	Edwin Blake	Union Township
2.	Amza Foltz	Liberty Township
3.	Ernest Walter	Middle Township
4.	Clarence Pennington	Brown Township
5.	William Mackey	Center Township
6.	E. M. Jones	Marion Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury Service for the January Term, 1931, of this Court, viz:

1.	Grant Scott	Clay Township
2.	James Coble	Franklin Township
3.	Lester Denny	Washington Township
4.	Wendall Stockman	Marion Township
5.	Albert Batz	Brown Township
6.	Morton West	Liberty Township
7.	Charles Robards	Franklin Township
8.	Paul R. Martin	Liberty Township
9.	Will Harrison	Guilford Township
10.	Curtis Stewart	Marion Township
11.	Harry Blair	Marion Township
12.	Atlas Gore	Brown Township
13.	Claude Dailey	Liberty Township
14.	Benj. F. Helm	Union Township
15.	Albert Gentry	Center Township
16.	Chester Watson	Brown Township
17.	Chas. Larsh	Washington Township
18.	Oscar Whitaker	Guilford Township

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 31st day of December, 1930, the same being in Vacation of the Hendricks Circuit Court of Hendricks County, Indiana, before the Honorable Zimri E. Dougan, sole judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7101 Judgt. vs Defts. for $3.00 fine and Costs for Each.
THOMAS KASER) J. D. 15, Page 198.
ZACHARIA KRETHEATIS)
THOMAS KIERNAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants, Thomas Kaser, Zacharia Kretheatis and Thomas

Kiernan, in their own proper persons and each says that he is quilty of the offense charged in the affidavit. Each of said defendants also says that he is under the age of twenty-one years.

Whereupon, the judge in vacation finds that each of the said defendants are guilty of the offense charged in the affidavit,and each defendant should be fined in the sum of $3.00, and each should pay the costs of this prosecution.

It is, therefore, considered, adjudged by the Court, that each defendant, Thomas Kaser, Zacharia Kretheatis and Thomas Kiernan, be and each is fined in the sum of $3.00.

It is further considered and adjudged by the Court that each defendant pay the costs of this action taxed at _____dollars and _____cents.

Zimri E. Dougan, Judge.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED: That on the 1st day of January, 1931, the same being in vacation of the Hendricks Circuit Court of Hendricks County, Indiana, the following proceedings were had herein, viz:

QUALIFICATION OF JUDGE:

Comes now A. J. Stevenson and presents and files his certificate of election as Judge of the 55th Judicial Circuit; and the said A. J. Stevenson, having taken the oath of office as prescribed by law, said certificate and oath so taken and administered are now spread of record and are in the words and figures as follows; to-wit;

THE GOVERNOR OF THE STATE OF INDIANA

To all who shall see these presents, Greeting:

Know Ye, That A. J. STEVENSON having been duly elected to the office of JUDGE within and for the FIFTY FIFTH JUDICIAL CIRCUIT State of Indiana, I therefore in the name and by the authority of the State of Indiana do hereby Commission him JUDGE and do authorize and empower him to execute and fulfill the duties of that office according to law. To have and to hold the said office with all the rights and emoluments thereto legally pertaining until his successor shall have been duly elected and qualified to office.

Given under my hand at the City of Indianapolis this TWENTIETH day of NOVEMBER in the year of our Lord one thousand nine hundred and THIRTY.

Harry G. Leslie

COVERNOR

(SEAL) Attest: Otto G. Fifield

Secretary of State

THE STATE OF INDIANA, Hendricks COUNTY, SST:

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge the duties of Judge for the 55th Judicial Circuit according to the best of my skill and ability; so help me God.

Subscribed and sworn to before me, this 1st day of January A.D. 1931.

Frank Tucker

(SEAL) Clerk of the Hendricks Circuit Court.

Attest: Frank Tucker, Clerk.

Monday Morning, January 5th, 1931.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the January Term, 1931, 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 January, 1931, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.

Arny M. Watkins, Prosecuting Attorney,

Louis L. Pounds, Sheriff,

Frank Tucker, Clerk.

Whereupon, said Sheriff proclaimed said Court open, according to law, and the following proceedings were had, to-wit:

C. A. DISNEY, ADMINISTRATOR OF)
THE ESTATE OF EVERETT P. DISNEY)
VS) # 12996
GREAT AMERICAN CASUALTY COMPANY)

Comes now the defendant, by counsel, and files motion for a new trial, which motion is in the words and figures following, to-wit: (H.I.).

CARL STEVENSON)
-VS) # 13075
TERREL WILSON)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

HOMER CLARK, ADMINISTRATOR ETC.)
vs) # 13076 Judgt. vs Pltf. for Costs.
RUSSELL MOHLER, ET AL.) J. D. 15, Page 198.

Comes now the plaintiff, by counsel, and upon his motion this case is dismissed at his costs.

It is, therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed, and the plaintiff, Homer Clark, Administrator, is ordered to pay and satisfy the costs of this action taxed at _____ dollars and _____ cents.

EVERETT PICKETT)
VS) # 13152
HILDA PICKETT)

Comes now the plaintiff, by counsel, and the Court does now order published, non-resident notice for the defendant, Hilda Pickett, made returnable March 5th, 1931, the same being the 4th Judicial Day of the March Term, 1931.

ELMER ATWOOD, ADMR. ETC.)
VS) # 13066
CERO F. GRAY, ET AL.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed.

LUKE W. DUFFEY AND)
MARY AMOS DUFFEY, ETC.)
VS) # 12664
VINCENT S. HAMBILIN, ET AL)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

FLETCHER AMERICAN NATIONAL BANK,)
EXECUTOR OF THE LAST WILL AND)
TESTAMENT OF WILL H. LATTA, DEC'D.)
VS)# 12972
EMPLOYERS' LIABILITY ASSURANCE)
CORPORATION, LIMITED, OF LONDON,)
ENGLAND.)

Comes now the defendant, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

SOPHIA FRANKS)
VS) # 12561 Judgt. vs Pltf. for Costs.
JOHN SUMMERS) J. D. 15, Page 198.
ADOLPH GUTH)

Comes now the plaintiff, by counsel, and upon his recommendation this cause is dismissed at his costs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, the plaintiff, Sophia Franks, is ordered to pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

And Court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, January 6th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ELLA D. HAYS, ET AL.)
VS) # 9907 Judgt. vs Pltfs. for Costs.
DAVID D. THOMSON, ET AL.) J. D. 15, Page 198.

Come now the plaintiffs, by counsel, and the Court does now dismiss this case for want of prosecution and on showing by the plaintiffs that property has been disposed of, all at the costs of the plaintiffs.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution, and the plaintiffs, Ella D. Hays and Pearl Cooksey, are ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

STELLA ERNST)
VS) # 12413 Judgt. vs Pltf. for Costs.
GUSTAVE ERNST) J. D. 15, Page 199.

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Stella Ernst, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

FLOYD SECREST)
VS) # 12493 Judgt. vs Pltf. for Costs.
NORMA K. SECREST) J. D. 15, Page 199.

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Floyd Secrest, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

ANNA E. RUARK)
VS) # 12514
CLYDE L. RUARK)

Comes now the defendant, by counsel, and files petition to modify decree, which petition is in the words and figures following, to-wit: (H.I.).

CARL MITCHELL)
CALVIN MITCHELL)
VS) # 13091
HENRY SCHILDMEIER)

Comes now the defendant, by counsel, and files demurrer to plaintiff's complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

THE KLONDIKE MILLING COMPANY)

VS) # 12523 Judgt. vs Pltf. for Costs.

ROBERT F. MC NAY) J.D. 15, Page 199.

Comes now the plaintiff, by counsel, and upon its motion this cause is dismissed at its cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, The Klondike Milling Company, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

State of Indiana
ss (This entry is of January 5th, 1931.)
Hendricks County

In the matter of the Appointment of Court Bailiff.

Comes now A. J. Stevenson, Judge of the Hendricks Circuit Court, and hereby designates and appoints Leonard R. Christie as Court Bailiff, to act as such from January 5th, 1931, so long as his services may be satisfactory and until his successor is appointed.

Witness my hand this 5th day of January, 1931.

A. J. Stevenson

Judge of the Hendricks Circuit Court.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open Court.

A. Stevenson, Judge.

Wednesday Morning, January 7th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EDNA J. PHILLIPS)

VS) # 12086

ERNEST ATKINS, ET AL)

Comes now the commissioner herein and files his financial report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises, now approves the same.

And now said commissioner is discharged from his bond and trust herein.

LEON T. LEACH)

VS) # 12942

CARLAS C. HAMMOND, ETC.)

Comes now the defendant, Indiana Trust Company, Guardian of Lenora Hagg, by counsel, and files motion to require plaintiff to furnish bond for costs, which motion is in the words and figures following, to-wit: (H.I.).

LEBANON DISCOUNT CORPORATION)

VS) # 12310

M. P. LONG)

Comes now the plaintiff, by counsel, and upon its motion this cause is dismissed, the cost having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CORNELIUS A. DISNEY)

VS) # 13022

PENNSYLVANIA RAILROAD CO. AND)
THE PITTSBURGH, CINCINNATI,)
CHICAGO, & ST LOUIS RAILROAD)
CO.)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the cost having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

PAUL C. HILL, ADMR., ET AL.)

VS) # 13124

MAJESTIC BUILDING COMPANY)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the cost having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court

that this cause be and the same is hereby dismissed.

THE PITTSBURG, CINCINNATI, CHICAGO)
AND ST. LOUIS RAILROAD COMPANY)
VS) # 12673 Judgt. vs Pltf. for Costs.
GEORGE E. MERCER, ET AL.) J. D. 15, Page 199.

Come now again the parties in the above entitled cause and the motion for a new trial in this cause is now sustained.

And it appearing to the court that the parties hereto have adjusted the damages due the said George E. Mercer and Ida S. Mercer that this cause by agreement of parties should be dismissed.

And now the court finds that there should be paid to William Berry, Charles McClaine, and Morton West the sum of $15.00 each for services as appraisers heretofore appointed by the court and that said fees should be taxed as a part of the costs herein.

And now this cause is dismissed at the cost of the plaintiff taxed at $_____ and _____ cents.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.
A. J. Stevenson _____, Judge.

Thursday Morning, January 8th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JAMES C. BLACK, EXECUTOR ETC.)
VS) # 13030
WILLIAM H. MILLER, ET AL.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before January 17th, 1931.

THE STATE OF INDIANA)
VS) # 6096
ELVA LOGAN)

The Court upon its own motion does now dismiss this cause for want of prosecution.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and this cause is now nollied.

STATE OF INDIANA, EX REL,)
LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA.)
VS) # 12421 Order Directing Receiver to Make Compromise
CITIZENS' STATE BANK) Settlement on Certain Notes.
PLAINFIELD, INDIANA.)

Comes now, Horace L. Hanna, Receiver of the Citizens' State Bank, Plainfield, Indiana, in the above entitled cause, and files his verified petition asking for an order making settlement of certain notes executed by Henry Price and Lora Price to said Citizens' State Bank, Plainfield, Indiana, which notes are specifically described in said petition, and which petition is in the following words and figures, to-wit: (Here Insert) and the court having examined said petition and being duly advised in the premises finds that the statements therein set forth are true and in the interest of said Receivership and Trust, said Receiver should be ordered to make settlement with said Henry Price and Lora Price by accepting from them $1300.00 as full payment for said notes and as in said petition prayed for.

It is Therefore, now ordered by the Court that upon the payment to said Receiver of $1300.00 by said Henry Price and Lora Price that said Receiver shall accept said $1300.00 in full payment and compromise settlement of notes numbered 22973, 22908, and 22948, and described in said petition and upon the payment to said Receiver of said $1300.00 by said Henry Price and Lora Price, said Receiver is ordered to surrender to them said notes.

And Court adjourned until 9:00 o'clock A.M. Friday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Friday Morning, January 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

CHARLES A.EDMONSON)
VS) # 11216
FRED NEWBY, ET AL.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed as to the defendant, Fred Newby.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed as to the defendant, Fred Newby.

GEORGE W. HUGGINS)
VS) # 12043 Judgt. vs Pltf. for Costs.
THE CITY OF INDIANAPOLIS) J.D. 15, Page 200

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, George W. Huggins, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

HARWOOD T. HUGGINS)
VS) # 12044 Judgt. vs Pltf. for Costs.
THE CITY OF INDIANAPOLIS) J.D. 15, Page 200.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, Harwood T. Higgins, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

LILY E. HARRIS)
VS) # 12436 Judgt. vs Pltf. for Costs.
WILLIAM H. COOK, ET AL.) J. D. 15, Page 200.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, Lily E. Harris, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

MARIE G. CASSADAY)
VS) # 12465 Judgt. vs Pltf. for Costs.
ORBA CASSADAY) J.D. 15, Page 201.

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, Marie G. Cassaday, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

THE GREAT WESTERN OIL COMPANY)
VS) # 12471 Judgt. vs Pltf. for Costs.
ELIAS R. SMITH) J. D. 15, Page 201

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed at its cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, The Great Western Oil Company, is ordered to pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

WILLIAM D. HARVEY)
VS) # 12520 Judgt. vs Pltf. for Costs.
GUY WOODEN) J.D. 15, Page 201.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, William D. Harvey, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

LEON T. LEACH)
VS) # 12942
CARLOS C. HAMMOND)

By reason of thefact that A. J. Stevenson, the present judge, was of counsel in this cause, the said A. J. Stevenson now disqualifies himself to try said cause, and by agreement of parties, the same is now assigned to Honorable Zimri E. Dougan, attorney at this bar for trial as special judge.

And now comes Zimri E. Dougan and accepts said appointment and qualifies to act in such capacity, which qualifications are in the words and figures following to-wit:

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Leon T. Leach against Carlos C. Hammond, etc. so help me God.

Zimri E. Dougan

Subscribed and sworn to this 9th day of Jan. 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
By Leora Comper,
Deputy Clerk Hendricks Circuit Court.

THE STATE OF INDIANA)
VS) # 7018
DAVE EDWARDS)
NATHAN EDWARDS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, by counsel, and A. J. Stevenson, the present judge, having acted as attorney in the former trial of this cause now disqualifies himself to try said cause, and by agreement of parties, the same is now assigned to the Honorable Zimri E. Dougan, practising attorney at this bar as special judge.

And now comes the said Zimri E. Dougan and accepts said appointment and duly qualifies to act in such capacity, which qualifications are in the words and figures following, to-wit:

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of State of Indiana against Dave Edwards & Nathan Edwards, so help me God.

Zimri E. Dougan

Subscribed and sworn to this 9th day of January 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.

MARGARET CORLISS)
VS) # 13016 Judgt. vs Deft. for $342.50 and Costs.
WILEY RUSE) J. D. 15, Page 201.

Comes now again the plaintiff by her counsel, Edgar M. Blessing, and comes also the defendant, Wiley Ruse, by his counsel, Hume & Gaston, and this cause being at issue is submitted to the court for trial, finding and decree.

And the court being duly advised in the premises and having heard the evidence finds that there is due the plaintiff, upon the notes sued upon, the sum of $312.50 and the further sum of $30.00 for attorney fees and that the plaintiff is entitled to recover of and from the defendant the sum of $342.50 together with the costs of this action.

The court further finds that the defendant, on the 20th day of March, 1929, executed his mortgage on 5 brood sows, 34 shoats and 1 roan horse, named John, 9 years old to secure the payment of the notes sued upon and that the plaintiff herein is entitled to have said mortgage foreclosed and the property sold to pay the judgment rendered herein.

It is therefore ordered, adjudged and decreed that the plaintiff recover from the defendant the sum of $342.50 and that the mortgage above described given to secure payment of said notes be, and the same is hereby foreclosed.

It is further considered, adjudged and decreed by the court that the goods and property described in said mortgage, to-wit: 5 brood sows, 34 shoats and one roan horse, named John, 9 years old; or so much thereof as may be necessary for that purpose be sold by the Sheriff of Hendricks County, state of Indiana, as other goods, chattels and personal property are sold on execution and the sale to be without relief from valuation or appraisement laws.

The proceeds arising from said sale to be applied as follows: First: To costs and accruing costs. Second: To the payment of the amount found due plaintiff on the claim sued upon being the amount of the judgment hereinbefore rendered together with interest from this date.

In the event said mortgaged property shall fail to sell sufficiently to pay and satisfy said judgment, interest, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattels and lands of said defendant subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, January 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

C. A. EDMONSON COMPANY)
VS) # 11104
RAMIE WEAR)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE FEDERAL LAND BANK OF)
LOUISVILLE, KY.)
VS) # 13130
EDWARD D. COURTONY, ET AL)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before the 17th day of January, 1931.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13144
SAMUEL JORDAN, ET AL.)

Comes now Cavin & Cavin, attorneys, herein, and enters their written appearance for the defendant, Capital Secureities Company, which written appearance is in the words and figures following, to-wit: (H.I.).

The defendants are ruled to answer on or before the 19th day of January, 1931.

IN THE MATTER OF THE PETITION OF)
CHARLES E. McLANE ET AL FOR THE)
REPAIR AND IMPROVEMENT OF THE) # 12917
HENRY HUNT DRAIN IN MARION TOWN-)
SHIP, HENDRICKS COUNTY, INDIANA.)

Come now the Drainage Commissioners in the above entitled matter and present and file their petition to change and modify the specifications, heretofore filed and approved in this cause, so that they will specify that any tile that may be required to be purchased for the tile part of said drain shall be 18-inch tile instead of 24-inch tile as originally provided, which petition is in the following words and figures, to wit: (H.I.).

And the court, having examined said petition and being sufficiently advised and informed in the premises, doth now find that the said petition should be granted and that the specifications in this cause should be modified in accordance with the terms and conditions of such petition and in accordance with the things therein set forth.

It is therefore ordered and adjudged by the court that the specifications in the report of the Drainage Commissioners be and the same are hereby modified so that any new tile that may be required to relay the tiled portion of said drain shall be tile of 16-inch size, and in all other respects such specifications remain unaltered.

THE STATE OF INDIANA)
VS) # 7096
HUGO JAMES LYNCH, ALAIS)
LESTER HUGHES, ALAIS)
DUTCH HUGHES.)

Hugo James Lynch, the defendant in the above entitled cause, having be counsel filed his petition herein by which it is shown that William Bush and James Paul Lynch alais James P. Hughes, are now confined at the Indiana Reformatory upon sentences from this court, and it being further shown that they are necessary witnesses in the trial of the above entitled cause, same being set for trial for January 15th. 1931, and asking that an order issue to A. F. Miles as Supt. Indiana Reformatory, at Pendleton, Madison County, Indiana, directing him to have the bodies of said William Bush and James Paul Lynch alais James P. Hughes, in the court room of the Hendricks Circuit Court at Danville, Indiana, on the 15th. day of January, 1931, at nine (9) o'clock, A.M.

And the court having seen and inspected said petition and being duly advised in the premises, it finds that said order should issue herein.

It is therefore ordered by the court that said order shall issue out of and under the seal of this court directed to A. F. Miles as Supt. Indiana Reformatory, commanding him to have the bodies of William Bush and James Paul Lynch alais James P. Hughes, in the court room of the Hendricks Circuit Court at Danville, Hendricks County, Indiana, on the 15th day of January, 1931, at Nine (9) o'clock A.M. of said day.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, January 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ALICE L. LATTA)
VS) # 13000
THE EMPLOYER'S LIABILITY)
ASSURANCE CORPORATION.)

Comes now the parties, by counsel, and the defendant files motion for a change of venue of this case from the County, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

By agreement of said parties, this cause is set to Montgomery County, Indiana, for trial, and the defendant is given five days to pay the costs and perfect the change.

AMANDA E. HUNT)
VS) # 12999
THE EMPLOYER'S LIABILITY)
ASSURANCE COPORATION)
LIMITED OF LONDON, ENGLAND)

Comes now the parties, by counsel, and the defendant files motion for a change of venue of this case from the County, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

The said parties, by counsel, each strike off counties adjoining Hendricks County, and the venue is now changed to Montgomery County, Indiana, and the defendant is given five days in which to pay the costs and perfect the change.

FLETCHER AMERICAN NATIONAL)
BANK, ET AL.)
VS) # 12972
THE EMPLOYER'S LIABILITY)
ASSURANCE CORPORATION)
LIMITED OF LONDON, ENGLAND.)

Come now the parties, by counsel, and they having failed to agree upon a county to which to send this case, now strikes off, and this cause is sent to Montgomery County, Indiana, on change of venue, and the defendant is given five days in which to pay the costs and perfect the change.

LEON T. LEACH)
VS) # 12942
CARLOS C. HAMMOND ETC.)

Come now the defendants, Lenora Hagg and Indiana Trust Company, as guardian of the defendant, Lenora Hagg, by counsel, and file 2nd paragraph of answer, which 2nd paragraph of answer is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, January 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GLEN B. THARP AND)
ELMA THARP, PARTNERS, ETC.)
VS) # 13142 Judgt. vs Deft. for $277.62 and Costs.
BERT DENNY AND LOU EDNA) J. D. 15, Page 202.
DENNY.)

Comes now the plaintiffs and it appearing to the court by the summons herein and the return of the sheriff indorsed thereon, which summons and return are in the words and figures, as follows, to-wit: (H.I.) That the defendants have been duly served with process more than 10 days before the day fixed by the plaintiffs by indorsement on their complaint for the defendants to appear and answer said complaint. Said defendants are three times audibly called in open court but come not and make default.

And the court, having heard the evidence and being duly advised in the premises, finds for the plaintiffs, that the allegations of their complaint are true; and that there is due from the defendants and unpaid the sum of $252.62 as principal and interest and the further sum of $25.00 as and for a fee of the plaintiff's attorneys on the note sued on.

It is therefore, considered and adjudged by the court that the plaintiffs recover of the defendants the said sum of $277.62 together with their costs and charges in this behalf laid out and expended

THE BOONE COAL COMPANY)
VS) # 13090 Judgt. vs Deft. for $91.07 and Costs.
GEORGE TERRY) J. D. 15, Page 202.

Comes now the plaintiff by their attorney and it appearing to the court by the summons herein and the return of the sheriff indorsed thereon which summons and return are in the words and figures, as follows, to-wit: (H.I.) That the defendant has been duly served with process more than 10 days before the day fixed for the defendant to appear and answer said complaint. Siad defendant is three times audibly called in open court but comes not and makes default.

And the court, having heard the evidence and being duly advised in the premises, finds for the plaintiff, that the allegations of their complaint are true; and that there is due from the defendant and unpaid the sum of $76.07 as principal and interest and $15.00 attorneys fees on the note sued on.

It is therefore, considered and adjudged by the court that the plaintiff recover of the defendant the sum of $91.07 together with their costs and charges in this behalf laid out and expended.

THE STATE OF INDIANA)

VS)# 97 Dependent and Neglected

LOUVENIA FIELDS) Children.

VIRGIL FIELDS)

Comes now Duffie Fields, mother of Louvenia and Virgil Fields, and waives service of summons in this proceeding and files answer consenting to prayer of petition.

And the Court having heard the evidence and being duly advised, finds that said children are dependent and neglected and that the prayer of said petition should be granted.

It is, therefore, considered and adjudged by the Court that the above named children, Louvenia Fields and Virgil Fields each of whom are under the age of sixteen years, be and they are hereby declared public wards and their custody is given unto the management of the Board of Children Guardian of Hendricks County, Indiana, until further order of the Court.

And it further appearing to the Court that the mother of said children, Duffie Fields is a suitable person to have their care, said children are now permitted to remain in the home of said Duffie Fields until further order of the Court.

WILLIAM J. WALTON)

VS) # 11138

EDNA WALTON)

Comes now the defendant, by counsel, and files petition for citation against the plaintiff to show cause why order has not been complied with, which petition is in the words and figures following, to-wit: (H.I.).

The Court having examined said petition and being fully advised in its premises, does now order citation issued to the plaintiff to appear on January 24th, 1931 and show cause why he should not be punished for contempt.

IN THE MATTER OF THE PETITION OF)

CHARLES E. McLANE ET AL FOR THE)

REPAIR AND IMPROVEMENT OF THE HENRY)# 12917

HUNT DITCH IN MARION TOWNSHIP,)

HENDRICKS COUNTY, INDIANA.)

Comes now Jesse F. Evans, heretofore appointed Construction Commissioner in the above entitled matter, and presents to the court his report of the giving of notice and the letter of a contract for the construction of the said above entitled drain, which report is in the following words and figures, to wit:

State of Indiana
Hendricks County ss.

In the Hendricks Circuit Court,
January term, 1931.

In the Matter of the Petition of Charles E. McLane et al for the Repair and Improvement of the Henry Hunt Drain in Marion Township, Hendricks County, Indiana.

REPORT OF CONSTRUCTION COMMISSIONER TO THE
MAKING OF A CONTRACT FOR THE CONSTRUCTION OF
THE ABOVE ENTITLED DRAIN.

Jesse F. Evans, heretofore appointed Constructing Commissioner in the above entitled drain, having first been duly sworn upon his oath reports to the court as follows:

That he have notice by publication as by law provided of the letting of a contract for the construction of the above entitled drain and that such notice provided that bids would be received up until the hour of 10 o'clock A.M. of the 24th day of October, 1930, at the County Surveyor's Office at the Court House at Danville, Indiana, for such work; that proofs of such notices by publication are filed herewith and made a part hereof and are in the following words and figures, to wit: (H.I.).

I herein report that I received only one bid- that of Lee Sadler in the total sum of $2276.26 for said work; that said bid is made a part of this report and is in the following words and figures, to wit: (H.I.)

That I took said bid under advisement and fully considered the same until the 10th day of January, 1931, at which time I awarded the contract for said work on said bid to said Lee Sadler for the amount named in his bid and entered into a written contract with said Lee Sadler to do said work, which written contract I do now submit to the court for examination and approval. That said written contract is in the following words and figures, to wit: (H.I.).

And said Lee Sadler does now present a bond with the Union Indemnity Company of New Orleans, La., as surety, in the penal sum of $2277.00, which bond I have approved and do now file herewith and which bond is in the following words and figures, to wit: (H.I.).

And now I ask that the court confirm this report and ratify my actions herein and set forth in this report.

Jesse F. Evans
Construction Commissioner.

Subscribed and sworn to before me this 13 day of January, 1931.

My Com. expires Aug. 14, 1934. Carey W. Gaston
(SEAL) Notary Public.

And the court, having examined said report and the contract and bond filed therewith, and being fully advised and informed in the premises finds that said report should be approved and the acts of the Constructing Commissioner as reported therein should be ratified and confirmed.

It is therefore ordered and adjudged by the court that the report of the Constructing Commissioner in relation to the letting of a contract be and the same is hereby approved, and the acts of said Commissioner as reported be and they are hereby ratified and confirmed.

GRACE JORDAN)
VS) # 12776
NORMAN JORDAN)

Comes now Norman Jordan and files his petition in the above entitled cause for a modification of the decree heretofore rendered in this cause concerning the custody of the three minor children, which petition is in words and figures as follows, to-wit: (H.I.)

And the court being duly advised in the premises finds that Grace Jordan, to whom the custody of said children were awarded, is dead and that said decree should be modified and the custody of said children given to another persons.

The court further finds, upon hearing the evidence as to fitness of character, that the custody of said children should be awarded to Mary F. Jordan, their grandmother.

It is therefore ordered, adjudged and decreed that the custody of Chesley Jordan, Mary Frances Jordan and Kathryn Dean Jordan be and the same is hereby awarded to Mary F. Jordan, their grandmother, until the further order of this court, with full power upon the part of the said Mary F. Jordan to take charge of said children and to control their conduct as fully as if she were the parent of said minor children.

DRAWING OF SPECIAL VENIRE FOR THE JANUARY TERM,
1931 AND ISSUING VENIRE.

The Clerk of this Court is instructed to issue venire for Petit Jurors for service on January 14th, 1931.

And it appearing that several of the above named parties are excused from jury service, the Clerk of this Court is now instructed to call together at once the jury commissioners and in their presents draw twelve additional names for jury service during the present term and to issue venire for same at once.

BE IT REMEMBERED, That on the 13th day of January, 1931, Fred H. Stewart, one of the duly appointed, qualified and acting Jury Commissioners of this Court appeared at the office of the Clerk of the Hendricks Circuit Court and in his presence the Clerk drew from the Jury Box the names of the following persons for jury service at the January Term, 1931, of this court, viz:

Lee Kibbey	Thomas Durham
Frank Fields	Forest Richwine
Harry Sanders	Eugene Leuteritz
Harry Johnson	Arthur Masten
Gus Poer	Oscar Benbow
Jess McIntyre	Charles Martin

And court adjourned until 9:00 o'clock A.M. Wednesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, January 14th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

LEON T. LEACH)
VS) # 12942
CARLOS C. HAMMOND ETC.)

Comes now the parties, by counsel, and the plaintiff files reply in general denial to second paragraph of answer of defendants, Lenora Haag and Indiana Trust Company, as guardian of Lenora Haag, which reply is in the words and figures following, to-wit: (H.I.).

It appearing to the satisfaction of the Court by the non-resident notice duly published in The Indianapolis Commercial, as shown by the affidavit of Blanche Bills, which affidavit is in the words and figures following, to-wit: (H.I.). That the defendant, Carlos C. Hammond, has been duly served with process more than thirty days before the day fixed by the plaintiff by indorsement on his complaint for the defendant, Carlos C. Hammond, to appear and answer said complaint, and said defendant is three times audibly called in open court, but come not, and herein wholly makes default.

The Court orders examinations of the plaintiff and the defendant, Lenora Haag published, which is now done in open Court.

The Sheriff of this County is ordered to bring into open Court the jurors of the Petit Jury for jury service, as follows, to-wit: Lester Denny, Benjamin F. Helm, Atlas Gore, Harry Blair, Chester Watson, Charles Larsh, C. W. Horne, John Crosby, Morton West, James Coble, Will Harrison and Oscar Whiteaker, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, who are duly and legally empenalled and sworn in open Court to well and truly try the issues joined herein and a true verdict give according to law and the evidence adduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate until 9:00 o'clock A. M. tomorrow, under the instructions of the Court as to their duties during such separation.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

ORVILLE L. WEBB AND)
DENNIS C. FREEMAN)
VS) # 13079
JOHN W. WHISLER)

Come now the plaintiffs, by counsel, and file amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

JOHN H. WOOD)
VS) # 13122
YELLOW CAB COMPANY,)
PEOPLES MOTOR COACH)
COMPANY, INDIANAPOLIS)
STREET RAILWAY COMPANY)

Comes now the defendant, Peoples Motor Coach Company, and files its motion praying an order of the court to require the plaintiff in said cause, upon five days notice first being given, to appear at the office of Metcalf, Mahan & Mahan, Room 1007 Fletcher Savings and Trust Building, in the City of Indianapolis, Indiana to be then and there examined before a person authorized to take depositions concerning the matters and things set forth in his pleadings in this cause which motion is in the words and figures following, to-wit: (Here insert).

And the court having considered the same and being advised in the premises, now grants said motion and directs the plaintiff, upon five days' notice being first given to appear at the office of Metcalf, Mahan & Mahan, Room 1007 Fletcher Savings and Trust Building in the city of Indianapolis, Indiana to be then and there examined before a person authorized to take depositions concerning all matters and things set forth in his pleadings in this cause.

All of which is ordered by the court.

And court adjourned until 9:00 o'clock A.M. Thurday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, January 15th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7096
HUGO LYNCH)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the defendant, Hugo Lynch, in his own proper person and by counsel, and the defendant waives arraignment and enters a plea of not guilty.

And now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the defendant, by counsel, waives their right to prial by jury, and consents in open Court to a trial of this cause by the Court.

And this cause being set for trial and the defendant being present in Court by counsel and in his own proper person, the Court does now hear evidence. At the close of the evidence for the State in chief, the defendant moves the Court to discharge the defendant because of insufficient evidence, which motion the Court overrules, to which ruling the defendant excepts and objects.

And now the taking of the evidence is continued, and at the close of the testimony, the defendant rests.

And now by agreement of the defendant and prosecuting attorney, the taking of further evidence is continued until Saturday, January 17th, 1931 at 9:00 o'clock A.M.

LEON T. LEACH)
VS) # 12942 Judgt. vs Pltf. for Costs.
CARLOS C. HAMMOND ETC.) J. D. 15, Page 202.

Come now the parties, by counsel, and the jury is again brought into open Court.

At the close of the plaintiff's evidence, said plaintiff moves the Court to dismiss this cause of action.

The Court being sufficiently advised, does now sustain the motion, and this cause is dismissed at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed, and the plaintiff, Leon T. Leach, is ordered to pay the costs of this action taxed at _____dollars and _____cents.

Zimri E. Dougan,
Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A.M. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, January 16th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CLARA SCHECTER)
VS) # 12558
FORREST RUSSELL)

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed, the costs having been paid in full upon said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

PAUL SCHECTER)
VS) # 12559
FORREST RUSSELL)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid in full upon said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

ROBERT F. McNAY)
VS) # 12575
DON F. ROBERT)

Comes now the defendant, Don F. Robert, herein, and files answer to exception of George E. Easley and Edward C. Eikinan to final report, which answer is in the words and figures following, to-wit: (H.I.).

GROVER AGAN)
VS) # 12854
DAVID MILLER)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid in ful on said dismissal.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed.

LESLIE STINE)
VS) # 13070
D. E. HAMBURGER, WHOSE)
CHRISTIAN NAME IS UN-)
KNOWN)

Comes now the defendant, by counsel, and files motion for a change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

FARMERS STATE BANK OF)
EMINENCE, INDIANA)
VS) # 13131 Judgt. vs Defts. for $122.16 and Costs.
IRVIN WALLANCE) J. D. 15, Page 20
IVA WALLACE)

Comes now the plaintiff by counsel and it appearing to the satisfaction of the Court by the summons issued herein and the return of the Sheriff endorsed thereon, that the defendants and each of them have been personally served with process more than 10 days before the 3rd day of January, 1931, that being the return day endorsed on plaintiff's complaint herein, which said summons and the return of the Sheriff endorsed thereon is in the words and figures as follows: (H.I.).

And the defendants and each of them being now three times audibly called in open Court, come not, but herein wholly make default.

And this cause being at issue is now submitted to the Court for trial, finding and decree without the intervention of a jury. And the Court having seen and heard the evidence and being duly advised in the premises now finds for the plaintiff; that the allegations of plaintiff's complaint are true and that plaintiff is entitled to recover of and from the said defendants and each of them, on the note sued upon in Paragraph 1 of said complaint, the sum of Forty One and 75/100 ($41.75) Dollars, principal, interest and attorneys fee, of which amount Ten ($10.00) Dollars is attorneys fee.

And the Court further finds for the plaintiff on the second paragraph of complaint herein, that the plaintiff is entitled to recover of and from the defendants, and each of them, the sum of Eighty and 41/100 ($80.41) Dollars, principal, interes and attorneys fee, of which amount the sum of Fifteen ($15.00) Dollars is attorneys fee, together with the costs of this action.

It is therefore ordered, adjudged and decreed by the Court that the plaintiff recover of and from the defendants and each of them, the sum of One Hundred Twenty two and 16/100 ($122.16) Dollars, together with the costs of this action taxed at $_____, all without relief from valuation and appraisement laws.

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

RAYMOND R. MacDANIEL)
VS) # 13156 Judgt. vs Defts. for $88.92 and Costs.
BELLE COOPER) J. D. 15, Page 203.
LURA COOPER)

Come now the parties, in person, and by agreement in open Court, the Court finds for the plaintiff, Raymond R. Mac Daniel, and that there is due said plaintiff herein on the note sued upon in the plaintiff's complaint the sum of $88.92 principal and interest, which sum the plaintiff is entitled to have and recover of and from the defendant, Belle Cooper and Lura Cooper, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Belle Cooper and Lura Cooper, the sum of $88.92, together with the costs for this action taxed at _____ dollars and _____ cents.

All without relief from valuation or appraisement laws.

STATE OF INDIANA)
VS) # 7018 Judgt. vs Defts for $5.00 fine and Costs.
DAVE EDWARDS) J. D. 15, Page 203.
NATHAN EDWARDS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants, Dave Edwards and Nathan Edwards, each in his own proper person and by counsel, and by agreement made in open Court, the cause is submitted to the Court upon the evidence heard at the former trial.

Whereupon the Court finds each of the defendants is guilty of the offense of petit larceny as charged in the affidavit, and that each should be fined in the sum of Five Dollars and that each should be sentenced to the Indiana State Farm for a term of nine months, and that each should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that each of the defendants, Dave Edwards and Nathan Edwards be, and each is fined in the sum of Five Dollars, and each be, and each is sentenced to the Indiana State Farm for a term of nien months, and that each pay and satisfy the costs of this prosecution, taxed at _____ dollars and _____ cents.

The Court further finds that by reason of the character of each of said defendants, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendants each shall suffer the penalty imposed by law if they shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during each defendant's good behavior, and that each be permitted to go at liberty on probation so long as each behaves well.

Jimri E. Dougan

Jimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, January 17th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE MUTUAL BENEFIT LIFE)
INSURANCE CO., A CORP.)
VS) # 12912
JOSHUA C. THOMPSON,ET AL)

Come now the defendant, Dean Wehner and Kaziah Wehner, by counsel, and files motion to modify decree, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7096 Judgt. vs Deft. for Costs.
HUGO LYNCH) J.D. 15, Page 203.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also Hugo Lynch in his own proper person and by counsel, and the hearing of the evidence is continued and concluded, and the argument of counsel is heard and concluded. And now in the presence of the defendant, Hugo Lynch and counsel, both for the State and for the defendant and in open Court the Court now finds the defendant guilty as charged in the affidavit, and that his true age is twenty-four.

The said defendant is now asked in open Court if he has any legal cause or reason to show why judgment should not be pronounced against him upon the finding of the Court. And no legal cause or reason being shown, it is now ordered and adjudged by the Court that the defendant is twenty-four years of age, and is guilty of Bank Robbery as charged in the affidavit.

The Court further finds that the defendant Hugo Lynch, should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory at Pendleton, Indiana, for a period of ten years, and that he should be disfranchised and rendered incapable of holding any office of trust or profit for a term of ten years, and that he should pay and satisfy the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, Hugo Lynch, be, and he is sentenced to the custody of the Board of Trustees of the Indiana Reformatory at Pendleton, Indiana, for a period of ten years, and that he be, and he is disfranchised and rendered incapable of holding any office of trust or profit for a term of ten years, and that he pay and satisfy the costs as charged herein, taxed at _____ dollars and _____ cents.

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

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, January 19, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MABELLE SEATON, ET AL)
VS) # 11595
A. EMMETT BLY, ET AL)

Come now the defendants, by counsel, and file motion and reasons for a new trial, which motion and reasons are in the words and figures following, to-wit: (H.I.).

MARYLAND ISENHOWER)
VS) # 12123. Judgt. vs Pltf. for Costs.
_____LISBY, WHOSE) J. D. 15, Page 204.
CHRISTIAN NAME IS UN-)
KNOWN, WIDOW OF WALTER)
LISBY, DECEASED.)

The Court upon its own motion, does now dismiss this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution at the cost of the plaintiff, Maryland Isephower, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, January 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BRENDT E. LEMMON)
VS) # 12161 Judgt. vs Pltf. for Costs.
HORACE HARLAN) J. D. 15, Page 204.

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Brendt E. Lemmon, is ordered to pay and satisfy the costs of this action taxed at _____ dollars and _____ cents.

BRENDT E. LEMMON)
VS) # 12162 Judgt. vs Pltf. for Costs.
LEO NEWMEISTER) J. D. 15, Page 204.

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Brendt E. Lemmon, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

BRENDT E. LEMMON)
VS) # 12163 Judgt. vs Pltf. for Costs.
ELIHU NEWMEISTER) J. D. 15, Page 204.

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed at his cost.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Brendt E. Lemmon, is ordered to pay and satisfy the costs of this action taxed at _____dollars and _____cents.

ROBERT F. McNAY)
VS) # 12575
DON F. ROBERTS)

Comes now George E. Easley and files motion to strike out answer of Done F. Roberts to exceptions of George E. Easley to final report, which motion is in the words and figures following, to-wit: (H.I.).

LENNOX OIL AND PAINT CO.)
VS) # 12708 Judgt. vs Pltf. for Costs.
J. O. MILLER, ETC.) J.D. 15, Page 205.

Comes now the plaintiff, by counsel, and upon its motion this cause is dismissed at its costs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Lennox Oil and Paint Co., is ordered to pay and satisfy the costs of this action taxed at _____ dollars and _____ cents.

INEZ M. McCLARY)
VS) # 12723 Judgt. vs Pltf. for Costs
EDWARD EARL McCLARY) J.D. 15, Page 205.

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Inez M. McClary, is ordered to pay and satisfy the costs of this action taxed at _____ dollars and _____ cents.

WHITE CROSS SERUM CO.)
VS) # 12839 Judgt. vs Pltf. for Costs.
DR. CHARLES G. BURTON) J. D. 15, Page 205.

The Court upon its own motion does now dismiss this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution at the costs of the plaintiff, White Cross Serum Co., taxed at _____ dollars and _____ cents.

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before the 26th day of January, 1931.

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before the 26th day of January, 1931.

AGNES I. ISOM)
VS) # 12921 Judgt. vs Pltf. for Costs.
EARL ISOM) J. D. 15, Page 205.

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Agnes I. Isom, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

DENZIL HILDEBRAND)
VS) # 12940
SAMUEL COOPRIDER)

Comes now the plaintiff, by counsel, and upon his motion is cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

TUXEDO STATE BANK)
VS) # 12943
ROY E. CASTETTER)

Comes now the defendant, London & Lancashire Indemnity Company of America, by counsel, and files appeal bond with surety as heretofore named and approved, which appeal bond is in the words and figures following, to-wit: (H.I.).

ARTHUR ROUSE)
VS) # 12955
THE HUMP-MANSUR CO.)

It appearing to the Court that the costs in this case have been paid, the same is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CHARLES WALLING)
VS) # 12961 Judgt. vs Pltf. for Costs.
LON L. SLACLE) J. D. 15, Page 206.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Charles Walling, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

RUTH ELLIS)
VS) # 12978 Judgt. vs Pltf. for Costs.
MORRIS ELLIS) J. D. 15, Page 206.

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Ruth Ellis, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

NELLIE H. JOHNSON)
VS) # 13001 Judgt. vs Pltf. for Costs.
VICTOR F. JOHNSON) J. D. 15, Page 206

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed at her cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Nellie H. Johnson, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LUTHER STOUT)
VS) # 13009
WILLIAM J. TUDOR)
ANNA TUDOR)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

EDWARD C. DENTON)
VS) # 13068
JOHN KERR)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13073
ALBERT STRONG MILES, ET AL)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before January 27th, 1931.

DARLINGTON STATE BANK)
VS) # 12025
YANCY N. NEW, ET AL.)

Comes now the plaintiff, Darlington State Bank, by counsel, and on showing by said plaintiff that no assets have come into the hands of the receiver, this receiver show now be discharged from his bond and trust.

It is, therefore, considered and adjudged by the Court, that said receiver be and he is now discharged from his bond and trust herein, and this proceeding is finally disposed of.

ALMIRA MAY ROLLER)
VS) # 12337
JOHN SIEGWART &)
JOHN W. IDDINGS)

It appearing to the Court that the costs have been paid in this case, and that no assets have come to hands of receiver, this cause should now be adjudged and finally disposed of.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby disposed of.

LON SLAGLE)
VS) # 12965 Judgt. vs Pltf. for Costs.
CHARLES WALLING) J. D. 15, Page 206.

Come now the parties, by counsel, and it appearing to the Court that said parties have made settlement, the Court now finds for the plaintiff, that the said plaintiff should be entitled to possession of the premises described in his complaint, and that the plaintiff should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff, Lon Slagle, is entitled to possession of the premises discribed in the complaint, and that said plaintiff pay the costs of this action taxed at _____ dollars and _____ cents.

And court adjourned until 9:00 o'clock A.M., Wednesday,
Record read and signed in open court.

A. J. Thomason, Judge.

Wedneday Morning, January 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOHN WOOD)
VS) # 12176 Judgt. vs Pltf. for Costs.
BENJAMIN F. MASON) J. D. 15, Page 207.

The Court upon its own motion does now dismiss this cause for want of prosecution at the cost of the plaintiff.

It is therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, John Wood, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 12180
LYDIA ALICE BURK, ET AL.)

It appearing to the Court that the costs herein have been paid, the Court does now dismiss this cause.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE B. F. GOODRICH RUBBER CO.)
VS) # 12321 Judgt. vs Pltf. for Costs.
WESTFALL & STANLEY INCORPORATED) J. D. 15, Page 207.

Comes now the plaintiff, by counsel, and upon its motion this cause is dismissed at its cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, The B. F. Goodrich Rubber Co., is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

JULIA GUTHRIDGE)
VS) # 12349 Judgt. vs Pltf. for Costs.
HAROLD OVERTON) J. D. 15 Page 207.
BENJAMIN W. ANDERSON)

Comes now the plaintiff, by counsel, and upon its motion this cause is dismissed at its cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Julia Guthridge, is ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

PAPER MACHINE COMPANY)
VS) # 12606 Judgt. vs Pltf. for Costs.
SAMUEL JORDAN) J. D. 15, Page 207
MARY JORDAN)

The Court upon its own motion does now dismiss this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now dismissed for want of prosecution at the cost of the plaintiff, Paper Machine Company, taxed at _____ dollars and _____ cents.

THE PRUDENTIAL INSURANCE CO.)
VS) # 12674
LUCY M. HARVEY, ET AL.)

It appearing to the Court that the costs on dismissal have been paid, this cause should now be dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed

ORVILLE O. CARPENTER)
VS) # 12330 Judgt. vs Defts. for $414.31 and Costs.
HOLLIS J. CLARK) J. D. 15, Page 208.
EULAH CLARK)

Comes now again the plaintiff by counsel and the defendant failing to appear is now three times audibly called in open court but comes not, but herein wholly makes default.

And it appearing to the court, by the summons herein and the return of the sheriff endorsed thereon, that the defendants, Hollis J. Clark and Eulah Clark, have each been served with notice of the filing and pendency of this action more than 10 days before the date fixed for summons herein and said defendants are in default. A copy of the summons and the return of the sheriff endorsed thereon are in words and figures as follows, to-wit: (H.I.)

And the court having heard the evidence and being duly advised finds for the plaintiff and that there is due the plaintiff, on the notes sued upon in the plaintiff 's complaint, the sum of $374.31, in principal and interest, and the further sum of $40.00 as a fee for the services of the plaintiff's attorneys, all of which the plaintiff is entitled to have and recover of and from the defendants, Hollis J. Clark and Eulah Clark, together with the costs of this action and without relief from valuation or appraisement laws.

The court further finds that to secure the payment of said obligation the said Hollis J. Clark and Eulah Clark executed their mortgage on certain real estate in said complaint described and that the plaintiff is entitled to have said mortgage foreclosed and the real estate sold and the proceeds applied toward the payment of said obligation.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from the defendants, Hollis J. Clark and Eulah Clark,

the sum of $414.31 together with the costs of this action taxed at $_____.

It is further adjudged and decreed that the equity of redemption of the defendants, Hollis J. Clark and Eulah Clark, and all the right, title and interest of all parties claiming under, by or through them be, and the same is, forever barred and foreclosed and that said real estate in Hendricks County, Indiana, described as follows, to-wit:

A part of the Northwest quarter of the Northwest quarter of Section 2, Township 14, Range 2 West, and described as follows, to-wit:

Beginning 76 feet east and 30 feet south of the Northwest corner of said quarter, thence South 130 feet, thence west 120 feet to the place of beginning.

be sold by the sheriff of Hendricks County as other lands are sold on execution and 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 this plaintiff.

Third: The over-plus, if any, to be paid to the Clerk of the Hendricks Circuit Court for the benefit of the parties lawfully entitled thereto.

The sale of the real estate above described shall be made subject to the lien of the mortgage in favor of the State of Indiana in the principal sum of $1500.

All of which is now finally adjudged and decreed.

HETHINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL CO.)

Comes now the plaintiff, by counsel, and files second paragraph of answer to first paragraph of defendant's counter-claim, which second paragraph of answer is in the words and figures following, to-wit: (H.I.).

CHARLES E. CLARK)
VS) # 12936 Judgt vs Pltf. for Costs.
RUPERT E. HAMILTON) J. D. 15, Page 208.

Come now the parties, by counsel, and by agreement, the Court now finds for the plaintiff, that the allegations of the plaintiff's complaint are true, and that the plaintiff is entitled to the possession of the real estate in said complaint discribed, and that the plaintiff should pay the costs of this action.

It is, therefore, ordered and adjudged by the Court that the plaintiff have and he is hereby given possession of the real estate described, and that all right, title and interest of the defendant thereto is hereby terminated.

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

LINGEMAN & LINGEMAN ETC.)
VS) # 12954
S. HERBERT ESSEX)
FLETCHER JOINT STOCK LAND BANK)

Comes now the defendant, S. Herbert Essex, by counsel, and files petition to set aside judgment, which petition is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9.00 o'clock A.M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, January 22nd, 1931.

SAMUEL A. THOMAS AND) Court met pursuant to adjournment,

HATTIE B. THOMAS) Present Honorable A. J. Stevenson, Judge.

VS) # 12538 Judgt vs Pltf. for Costs.

MATTIE THOMAS) J. D. 15, Page 206

HOLDEN THOMAS)

Come now the plaintiffs, by counsel, and upon their motion, this cause is dismissed at the cost of the plaintiffs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs Samuel A. Thomas and Hattie B. Thomas is ordered to pay the costs of this action taxed at _____ dollars and _____ cents.

RESERVE LOAN LIFE INSURANCE CO.)

VS) # 12610

JEHU MOON, ET AL.)

It appearing to the Court that the above named receiver failed to qualify, and that the costs of this cause have been paid, this cause should now be finally disposed of.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now finally disposed of.

EDITH E. MURPHY)

VS) # 13056 Judgt. vs Deft. for $285 and Costs.

ORLEN F. THOMAS) J. D. 15, Page 208.

Comes now the plaintiff, by her attorney, Salem D. Clark, and it appearing to the court by the summons herein and the return of the sheriff thereon, which summons and return are in words and figures, as follows: (h i)

That the defendant has been duly served with possession more than ten days before the first day of the present term of this court, said defendant is sudibility called in open court but comes not, and makes default, and the cause being issued, is now submitted to the court for trial, and the court having heard the evidence and the argument of consul, and being duly advised in the premises, finds for the plaintiff, and that the allegations of the plaintiff's complaint are true, that the defendant by his failure to pay rent has forfeited the lease and his right to hold possession of the premises described in the complaint, and that the plaintiff is entitled to the forfeitures of said lease and to the immediate possession of said premises.

And the court further finds, that there is due plaintiff as rent for the use and occupation of said premises during the years 1929 and 1930, the sum of $285.00 and that said sum of $285.00 is unpaid and that 30 days before the maturity of the corn crop grown upon the leased premises described in plaintiff's complaint during the year, 1930, the plaintiff filed her notice of her intention to hold a lien upon such crop for the amount of said rent now due and unpaid to plaintiff; and that said notice was duly recorded in the recorder's office, in Hendricks County, State of Indiana; and that plaintiff is entitled to a lien on the corn crop grown on that part of premises located in Hendricks county for the amount of $285.00; and the court further finds that the defendant is in possession of said premises and of the corn crop grown upon said

premises during the year 1930; and that plaintiff has established an apparent right or interest in said corn crop and that there is danger that all or a part of said corn crop will be consumed by feeding it to defendant's stock or by defendant moving the same from the premises described in plaintiff's complaint or by the sale or by the giving away of it by defendant without the rent thus due plaintiff by the defendant for use and occupation of said premises for his being duly paid.

It is, therefore, considered and adjudged by the court that the defendant be and he is hereby perpetually enjoined from selling or giving away, from moving from the premises described in plaintiff's complaint or disposing of by feeding to defendant's stock on the premises described in plaintiff's complaint all or any part of the corn crop grown on that part of the premises described in plaintiff's complaint during the year, 1930, except defendant may sell and remove said corn by applying proceeds derived from the sale thereof or the removal thereof in the discharge of the judgment rendered in this cause.

It is further considered, adjudged, and decreed by the court that plaintiff's said lien on said corn crop be foreclosed and inforced against the corn grown on the premises described as located in Hendricks County, State of Indiana, during the year, 1930, for the amount of $285.00.

It is further considered, adjudged, and decreed that a certified copy of this foreclosure be issued to the sheriff of Hendricks County directing and commanding him to sell said corn crop as personal property is sold on execution and apply the proceeds thereof, or as much as may be necessary to the payment and discharge of said $285.00 and costs of this action, the residuate, if any, be paid to the defendant.

It is further considered and adjudged by the court that the plaintiff shall recover from the defendant the possession of the real estate described in complaint, to wit:

The south half of the south west quarter of section nine (9), in Township seventeen (17) north, Range one (1) East, containing eighty (80) acres, more or less, in Boone County, Indiana. Also the northeast quarter of the northwest quarter, and the north half of the northwest quarter of the northwest quarter of section sixteen (16) in Township seventeen (17) North, Range one (1) East, containing sixty (60) acres, more or less, in Hendricks County, Indiana.

And that the defendant yield possession of said real estate to plaintiff, that on defendants failure to yield possession of said real estate, within 10 days from this date, a writ of restitute issue to dispossess him.

ROBERT F. McNAY)

VS) # 12575

DON F. ROBERT)

Comes now Don F. Roberts, receiver, herein, and asks permission to withdraw answer to exceptions of Edward C. Elkman and George E. Easley, and the Court being duly advised, does now grant permission and said answer is withdrawn.

Don F. Roberts, receiver, does now file his final report, which final report is in the words and figures following, to-wit: (H.I.).

Comes now Edward C. Elkman and Hume & Gaston, herein, and file exceptions to the final report, which exceptions are in the words and figures following, to-wit: (H.I.).

This cause is now submitted to the Court for trial, finding and decree without the intervention of a jury. The Court having heard the evidence, now finds for the trustee and in favor of the report.

It is, therefore, adjudged and decreed by the Court that the report of trustee be and the same is hereby approved, and the trustee is discharged from his bond and trust herein.

And court adjourned until 9:00 o'clock A.M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, January 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MALCOLM FINELL, ET AL)
VS) # 12366 Judgt. vs Pltfs for Costs.
INDIANAPOLIS BOARD OF) J. D. 15, Page 209.
SHCOOL COMMISSIONERS)

It appearing to the Court that this cause has been settled, the same should now be dismissed by the Court at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs Malcolm Finell, et al, are ordered to pay the costs of this action taxed at _____dollars and _____cents.

LORA O'NEIL)
VS) # 12897 Judgt. vs Pltf. for Costs.
POLAR ICE AND) J. D. 15, Page 209.
FUEL CO.,ET AL)

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Lora O'Neil, is ordered to pay the costs of this action taxed at _____dollars and _____ cents.

THOMAS O'NEIL)
VS) # 12899 Judgt. vs Pltf. for Costs.
POLAR ICE AND) J. D. 15, Page 209.
FUEL CO., ET AL)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at the plaintiff's cost.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Thomas O'Neil, is ordered to pay the costs of this action taxed at _____dollars and _____ cents.

LEOTA O'NEIL)
VS)# 12900 Judgt. vs Pltf. for Costs.
POLAR ICE &) J. D. 15, Page 209.
FUEL CO., ET AL)

Comes now the plaintiff, by counsel, and upon her motion, this cause is dismissed at the plaintiff's cost.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Leota O'Neil, is ordered to pay the costs of this action taxed at _____dollars and _____ cents.

THE STATE OF INDIANA)

VS) # 6033

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files amended affidavit, which amended affidavit is in the words and figures following, to-wit: (H.I.).

ESTHER McCONNAHA)

VS) # 13149

OSCAR McCONNAHA)

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed, the costs having been paid in full on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

K. & S. SALES COMPANY)

VS) # 13053 Judgt. vs Deft. for $93.48 and Costs.

MARK M. HADLEY) J. D. 15, Page 210.

Comes now the plaintiff, by counsel, and it appearin to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being dully advised, finds for the plaintiff, and that there is due the plaintiff on the account sued upon, the sum of $93.48, which amount the plaintiff is entitled to have and recover of and from the defendant, Mark M. Hadley, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Mark M. Hadley, the sum of $93.48 together with the costs of this action, taxed at _____ dollars and _____ cents.

OTIS WARD)

VS) # 13059 Judgt. vs Pltf. for Costs.

JASON CARMAN) J. D. 15, Page 210.

Comes now the parties, by counsel, and the defendant by counsel represents to the Court that he has now defense to offer.

The Court being duly advised, does now find for the plaintiff, and that the plaintiff, Otis Ward, is entitled to immediate possession of the real estate described in the plaintiff's complaint, and that the defendant, Jason Carman, has has no right or interest thereon.

It is, therefore, considered and adjudged by the Court that the plaintiff, Otis Ward, be and he is hereby given immediate possession of said real estate.

It is further considered and adjudged by the Court that the plaintiff, Otis Ward, pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

COATESVILLE STATE BANK)

VS) # 13137 Judgt. vs Deft. for $570.00 and Costs.

ROBERT L. UNDERWOOD) J. D. 15, Page 210.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and returns are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff, and that there is due the said plaintiff on the notes sued upon in principal and interest, the sum of $543.00 together with the further sum of $35.00 as a fee for the services of the plaintiff's attorney, all of which the plaintiff is entitled to have and recover of and from the defendant, Robert L. Underwood, together with the costs of this action.

It is, therefore considered and adjudged by the Court that the plaintiff, Coatesville State Bank, have and recover of and from the defendant, Robert L. Underwood, the sum of $570.00, together with the costs of this action, taxed at _____ dollars and _____cents.

And court adjourned until 9:00 o'clock A.M. Saturday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, January 24th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOHN T. HOLLINGSWORTH)
VS) # 12539
STERLING F. AMICK, ET AL)

It appearing to the Court that the final report of the commissioner was filed on July 12th, 1929, and the Court having examined said report and being sufficiently advised in its premises, does now approve the same.

And now said commissioner is released from further duties and from her bond and trust herein.

JAMES C. BRATTON, ET AL.)
VS) # 12540 Judgt. vs Pltf. for Costs.
HERMAN PHILLIPS) J. D. 15, Page 210.

Come now the plaintiffs,by counsel, and upon their motion, this cause is dismissed,at the plaintiffs' cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, James C. Bratton, Ernest Short and William C. Turner, doing business as Morgan County Auto Company, are ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

HERMAN J. SELIG)
VS) # 12376
FRED W. DAVIS, ET AL)

Comes now the defendant, The First Nation Bank of Monrovia, by counsel, and files amended answer, which amended answer is in the words and figures following, to-wit: (H.I.).

NATIONAL MTG. & DISCOUNT CO.)
VS) # 11814
ORA BUCHANAN, ET AL.)

Comes now the plaintiff's attorneys,herein, and withdraw their appearance for the plaintiff.

BANKERS TRUST COMPANY)
VS) # 12327 Judgt. vs Pltf. for Costs.
WALTER C. HADLEY) J. D. 15, Page 211.
JENNIE C. HADLEY)

The Court upon its own motion does now dismiss this cause for want of prosecution at the costs of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Bankers Trust Company, is ordered to pay the costs of this action tax at _____dollars and _____ cents.

SILAS T. HALL)
VS) # 12392
SAMUEL T. GRAHAM)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed.

SCOBEE BROTHERS)
VS) # 12486
J. B. McCLOTHIN)
LILLIE B. CLOTHIN)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

ARTHUR BLAIR)
VS) # 12509
FRANK V. MERRITT)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS.)
VS) # 12682
RALPH McCOUN, ET AL.)

Comes now the receiver herein and files his report of receivership, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises, now approves the same.

And now the receiver is discharged from further duties and from his bond and trust herein.

ELSIE L. FAIN)
VS) # 13106 Judgt. vs Pltf. for Costs.
CLARENCE FAIN) J. D. 15, Page 211.

Comes now the plaintiff in person and by counsel and it appearing to the court that the defendant, Clarence Fain, has been duly notified by publication of notice in the "Republican" of the filing and pendency of this cause of action and of the time and place of the hearing for three successive weeks, the first of which notices was published on the 20th day of November, 1930, and the third and last of which notices was published on the 4th day of December, 1930, as the same is shown by the affidavit of Julian D. Hogate, Editor and Publisher of said newspaper, which affidavit and notice are in the following words and figures, to wit: (H.I.).

And it further appearing to the court that more than thirty days have elapsed since the last full week of such publication of notice, and further that more than sixty days have elapsed since the first publication of such notice the court does now, therefore, assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now the defendant failing to appear either in person or by counsel is now three times loudly called in open court, but comes not and wholly makes default herein. And the issues being joined herein on the complaint and default of the defendant, the cause is now upon motion submitted to the court, without the intervention of a jury, for trial, finding, judgment and decree.

And the court, having heard the evidence adduced by the plaintiff in support of the allegations in her complaint contained, and being sufficiently advised and informed in the premises, does now find for the plaintiff that she is entitled to an absolute divorce from the defendant for the reasons and upon the grounds set forth in her complaint, and that she is entitled to have her maiden name of Elsie L. Kerr restored to her.

It is therefore ordered, adjudged and decreed by the court that the plaintiff, Elsie L. Fain, be and she is hereby granted an absolute divorce from the defendant, Clarence Fain.

It is also adjudged that the bonds of matrimony heretofore existing between the said plaintiff and defendant be and they are hereby disolved and set aside and held for naught and the plaintiff is granted an absolute divorce from the defendant, and it is ordered by the court that her maiden name of Elsie L. Kerr be restored to her.

It is adjudged by the court that the plaintiff pay the costs of this action, taxed at _____ dollars and _____ cents.

WILLIAM J. WALTON)
VS) #11138 Judgt. vs Deft. William J. Watlon for $12.00 every two weeks.
EDNA WALTON) J. D. 15, Page 212.

Come now the parties, William J. Walton and Edna Walton, in person and by counsel, and the Court having heard the evidence in the case and by agreement of the parties, the defendant, William J. Walton, should pay the Clerk of this Court, the sum of $12.00 every two weeks for the support of the children above named and should be paid by said Clerk to the plaintiff, Edna Walton.

It is, therefore, considered and adjudged by the Court that the defendant, William J. Walton, pay to the Clerk of this Court, the sum of $12.00 every two weeks for the support of the children above named and to be paid by said Clerk to the plaintiff, Edna Walton.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, January 26th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BERNARD W. HANEY)
VS) # 12224
CARLOS HAMMOND)
LENORA HAAG)

Comes now Raymond F. Murray, attorney, herein, and withdraws his appearance for the defendant.

LESLIE STINES)
VS) # 13070
D. E. HAMBURGER)

Come now the parties, by counsel, and they having failed to agree on the county to which this cause should be sent for trial, each now strikes off the names of counties adjoining, and Montgomery County remaining, this cause is now sent to Montgomery County on change of venue, and the defendant is given five days in which to pay the costs and perfect the change.

JAMES W. THOMAS)
VS) # 13088 Judgt. vs Deft. for $1250.00 and Costs.
THE CITY OF INDIANAPOLIS) J. D. 15, Page 211.

Come now the parties, by counsel, and by agreement in open Court, the now finds for the plaintiff, and assessed his damages at the sum of $1250.00.

It is, therefore, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, The City of Indianapolis, the sum of $1250.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

INA HAMMOND)
VS) # 13157
TERRE HAUTE INDIANAPOLIS)
AND EASTERN TRACTION COMPANY,)
A CORPORATION.)

Comes now the defendant, Terre Haute, Indianapolis and Eastern Traction Company, a corporation, and files its motion praying an order of the court to require the plaintiff in said cause, upon five days' notice first being given to appear at the office of Metcalf, Mahan & Mahan, Room 1007 Fletcher Savings & Trust Building in the city of Indiana, Indiana to be then and there examined before a person authorized to take depositions concerning the matters and things set forth in the pleadings in this cause, which motion is in the words and figures, to-wit: (Here insert)

And the court having considered the same and being advised in the premises, now grants said motion and directs the plaintiff, upon five days' notice being first given, to appear at the office of Metcalf, Mahan & Mahan, Room 1007 Fletcher Savings and Trust Building, in the city of Indianapolis, Indiana to be then

and there examined before a person authorized to take depositions concerning all matters and things set forth in the pleadings in this cause.

All of which is ordered by the court.

WAYNE P. HUGHES)
VS) # 13158
J. CLIFFORD REEDER)

Comes now the defendant, by counsel, and files demurrer to second paragraph of complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

THE MUTUAL BENEFIT)
LIFE INSURANCE CO.,)
A CORPORATION)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now the plaintiff, by counsel, and files affidavit that defendants, Thomas A. Russell and Anna D. Russell are non-residents, which affidavit is in the words and figures following, to-wit: (H.I.).

The Court does now order notice published, making the same returnable, March 14th, 1931.

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the defendant, Amanda C. Castetter, by counsel, and upon request, the ruling against Amanda C. Castetter to answer is extended to February 2nd, 1931.

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY)

Comes now the defendant, Amanda C. Castetter, by counsel, and upon request, the ruling against amanda C. Castetter to answer is extended to February 2nd, 1931.

And court adjourned until 9:00 o'clock A.M., Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, January 27th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOSEPH MASKOWEC)
VS) # 12201 Judgt. vs Pltf. for Costs.
WILBUR MOORE, ET AL) J. D. 15, Page 211.

It appearing to the Court that this cause having been set for trial, and the parties failing to appear, the same is now dismissed at the costs of the plaintiff for want of prosecution.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Joseph Maskowec, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

CHARLES C. GRAY)
VS) # 12348 Judgt. vs Pltf. for Costs.
MARY ELIZABETH GRAY) J. D. 15, Page 212.

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Charles C. Gray, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

ALEXANDER WEST, ET AL)
VS) # 12712 Judgt. vs Pltf. for Costs.
WALTER E. CARTER) J. D. 15, Page 212.

It appearing to the Court that this cause having been set for trial, and the parties having failed to appear, this cause is now dismissed by the Court at the cost of the plaintiffs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiffs, Alexander West and Anna D. West, are ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA)
VS) # 7106
HERMAN SHUMAKER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the bond of Herman Shumaker is fixed at $2000.00.

M. O'CONNOR & CO.)
VS) # 12764
A. EMMETT BLY)

It appearing to the Court that this cause having been set for trial, and the parties having failed to appear, this cause should now be dismissed for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, M. O'Connor & Co. is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

MARIE ROUSE)
VS) # 12933
THE HUME-MANSUR CO.)

It appearing to the Court that the costs having been paid on dismissal, this cause should now be dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

ELPHA INGLE)
VS) # 12777
EDD H. INGLE)

The Court does now order alias summons issued to the Sheriff of Perry County for the defendant, Edd H. Ingle, making the same returnable, February 14th, 1931.

ELMER D. JOHNS)
VS) # 12768 Judgt. vs Deft. for $230.00 and Costs.
FRANK M. SMITH) J. D. 15, Page 213.

Comes now the plaintiff by his attorney, E. M. Hornaday, and it appearing to the Court by the summons herein and the return of the sheriff indorsed thereon, which summons and return are in the words and figures following; (here insert), that the defendant has been duly served with process more than ten days before the day fixed by the plaintiff, by indorsement on his complaint, for the defendant to appear and answer said complaint said defendant is three times audibly called in open court, but come not, and makes default.

And the Court having heard the evidence, and being duly advised in the premises, finds for the plaintiff that the allegations of his complaint are true; that there is due him from the defendant and unpaid the sum of $230.00 dollars, together with his costs and charges in this behalf laid out and expended.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of said defendant the said sum of two hundred thirty dollars, together with his costs and charges paid, laid out and expended without relief from valuation and appraisement laws.

And court adjourned until 9:00 o'clock A.M., Wednesday,
Record read and signed in open court.

A. J. Stevenson _____, Judge.

Wednesday Morning, January 28th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 6033 Judgt. vs Deft. for $100.00 Fine and Costs.
FLOYD L. WHICKER) J. D. 15, Page 213.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Floyd L. Whicker, in person, whereupon the affidavit is read to the defendant in open Court, and the said defendant is now asked in open Court if he understands the charge and penalty.

The said defendant now in open Court enters his plea of guilty to the charge set forth in the affidavit, and that he is thirty-eight years of age.

And now the said defendant is asked in open Court if he has any legal reason to show why judgment should not be pronounced, and now legal reason being shown, the Court now finds that the defendant, Floyd L. Whicker is guilty of the charge set forth in the affidavit, and he should be fined in the sum of $100.00 and that he should be imprisoned in the Indiana State Prison for a period of not less than two years nor more than fourteen years, and that he should pay the costs of this action.

It is, therefore ordered and adjudged by the Court that the defendant, Floyd L. Whicker, is guilty of forgery as charged in the affidavit, and that the said defendant be and he is fined in the penal sum of $100.00, and that he be and he is imprisoned in the Indiana State Prison for a period of not less than two years nor more than fourteen years, and that he pay the costs of this action taxed at _____dollars and _____ cents, all of which is now finally ordered, adjudged and decreed.

MARY DELP, a minor by her)
next friend, William H.)
Delp,)
VS) # 13007 Judgt. vs Defts. for $100.00 and Costs.
BERNEZ RATHER AHRBECKER,) J. D. 15, Page 213.
HAROLD L. AHRBECKER.)

Comes now the plaintiff herein, Mary Delp, in person and by William H. Delp, as next friend, and come also the defendants in person and by their attorneys, and this cause coming on to be heard by the court without the intervention of a jury; and the issues having been joined by plaintiff's complaint and the defendants' answer thereto in general denial, which complaint and answer are in the words and figures following, to-wit: (H.I.)

And the court having heard all of the evidence and being fully advised in relation to said cause of action, finds that the allegations of plaintiff's complaint are true.

It is therefore ordered, adjudged and decreed that plaintiff have and recover from and against said defendants, judgment in damages in the sum of $100.00, together with costs, and judgment is hereby entered accordingly.

And Court adjourned until 9:00 o'clock A.M., Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, January 29th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CHARLES B. TAYLOR)
VS) # 11835 Judgt. vs Pltf. for Costs.
HARRY F. TAYLOR, ET AL) J. D. 15, Page 213

It appearing to the Court that this cause having been set for trial and the plaintiff having failed to appear on the day set, this cause should now be dismissed for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed for want of prosecution, and the plaintiff, Charles B. Taylor, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

CHARLES B. TAYLOR)
VS) # 11836 Judgt. vs Pltf. for Costs.
HARRY F. TAYLOR) J. D. 15, Page 214

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Charles B. Taylor is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

NORTHERN WAYNE BANK)
OF ECONOMY, INDIANA)
VS) # 12383 Judgt. vs Pltf. for Costs.
WILLIAM P. MILLS) J. D. 15, Page 214.

It appearing to the Court that this cause having been set for trial and the plaintiff failing to appear on the day set, this cause is now dismissed for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Northern Wayne Bank of Economy, Indiana, is ordered to pay the costs of this action taxed at _____ dollars and _____ cents.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Comes now the defendant, by counsel, and files third and fourth paragraphs of counter-claim, which third and fourth paragraphs of counter-claim is in the words and figures following, to-wit: (H.I.).

EARL PEFLEY)
VS) # 12037
JOHN W. PRITCHETT)

Proceeding Supplementary to Execution.
Order of Court for Defendant to Appear and Answer.

It appearing to the Court that Earl Pefley, plaintiff in the above entitled cause of action, has filed in this Court his verified petition to the effect that said above named defendant, and judgment debtor, residing in said County, has property in said County which he unjustly refused to apply toward the satisfaction of the judgment rendered in said cause, which said verified petition is in words and figures as follows (H.I.)

And the Court having seen and inspected said verified Petition and being duly advised in the premises, it is therefor ordered by the Court that the said John W. Pritchett be and appear before this Court on the 2nd day of February 1931 and answer as to his property in said Hendricks County Indiana subject to execution and show cause if any he may have, why the same should not be applied to the satisfaction of said judgment.

EARL PEFLEY)
VS) # 12037
JOHN W. PRITCHETT)

Comes now the plaintiff, by counsel, and files petition supplementary to execution, which petition is in the words and figures following, to-wit: (H.I.).

The Court does now order notice issued to the defendant, John W. Pritchett.

And court adjourned until 9:00 o'clock A.M. Friday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Friday Morning, January 30th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7105
HERMAN SHUMAKER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Herman Shumaker, herein, and by counsel, and said defendant is permitted to go on his own recognizance to report back on February 7th, 1931.

B. D. EMANUEL as administrator of the estate of Ida May Baxter.)
vs) # 12709 Judgt. vs Defts. for $606.70 and Costs.
A. EMMETT BLY and) J. D. 15, Page 214.
JUANITA L. BLY)

DECREE ON FORECLOSURE

Comes now the plaintiff by his attorney B. D. Emanuel, and comes also the defendants, A. Emmett Bly and Juanita L. Bly, by their attorneys Clark and Kahl, and this cause being submitted to the Court for trial, and the Court being fully advised in the premises finds that there is due plaintiff from the defendants, A. Emmett Bly and Juanita L. Bly, on the note sued on the sum of Five hundred sixty-six and 70/100 dollars ($566.70), and the further sum of forty dollars ($40.00) as a fee for his attorney, that being a reasonable fee for plaintiff's attorney, without relief from valuation and appraisement laws; that said sums are secured by the mortgage was duly recorded on the 2nd day of April, 1923, and that plaintiff is entitled to have said mortgage foreclosed as against said defendants, A. Emmett Bly and Juanita L. Bly and all persons claiming from, under or through them.

It is, therefore, considered and adjudged by the court that the plaintiff recover from the defendants, A. Emmett Bly and Juanita L. Bly, the sum of six hundred and six and 70/100 dollars ($606.70), and also his costs and charges in this cause laid out and expended, taxed at _____ without any relief whatsoever from valuation laws, the judgment to bear interest at the rate of six per cent per annum from the rendition thereof until paid.

And it is further considered and adjudged by the court that the equity of redemption of the defendants, A. Emmett Bly and Juanita L. Bly, under said mortgage to the plaintiff, and all persons claiming from, under or through them, in and to said mortgaged premises, towit:-

> A part of the North East quarter of Section 34, and a part of the South East quarter of Section 27, both in Township 15 North of Range 1 East, bounded by beginning on the North line of the Cumberland road 95 links and 38 feet West of the East line of said Section 34, running thence North 100 feet; thence West 28 feet; thence South about 100 feet to the Cumberland Road; thence East with the North line of said Road to the place of beginning,

be and the same is hereby forever barred and foreclosed, and that said real estate and all the right, title, interest and claim of the defendants, A. Emmett Bly and Juanita L. Bly, and of all persons claiming from, under, or through them in and to the same,

or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of this county as lands are sold on execution, said sale to be without any relief whatever from valuation laws, and the proceeds arising from such sale, the sheriff is ordered and directed to apply in the manner following towit: First, To the payment of all costs accrued in this cause and the costs of said sale. Second, To the payment of the amount found due the plaintiff herein, being the amount of the judgment hereinbefore rendered, together with interest from this date. The overplus, if any, remaining after payment of the foregoing judgment, interest and costs to be paid by the sheriff to the clerk of this court for the use of the parties lawfully authorized to receive the same; and in the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, principal, interest and costs, the residue thereof remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants A. Emmett Bly and Juanita L. Bly, subject to execution, and sale thereof shall be made without any relief whatever from valuation laws.

It is further ordered by the court that a duly certified copy of this decree, under the hand of the clerk and seal of this court, shall be sufficient authority to the sheriff to execute the same.

All of which is ordered, adjudged and decreed by the court this 30th day of January, 1931.

B. D. EMANUEL as administrator of the estate of Ida May Baxter

vs

A. EMMETT BLY and JUANITA L. BLY

12710 Judgt. vs Defts. for $1250.00 and Costs.

J. D. 15, Page 215.

Comes now the plaintiff by his attorney B. D. Emanuel, and comes also the defendants, A. Emmett Bly and Juanita L. Bly, by their attorneys Clark and Kahl, and this cause being submitted to the Court for trial, and the Court being fully advised in the premises finds that there is due plaintiff from the defendants, A. Emmett Bly and Juanita L. Bly, on the note sued on the sum of Eleven hundred and ninety dollars ($1190.00), and the further sum of sixty dollars ($60.00) as a fee for his attorney, that being a reasonable fee for plaintiff's attorney, without relief from valuation and appraisement laws; that said sums are secured by the mortgage which is sought to be foreclosed by the complaint herein, that said mortgage was duly recorded on the 22nd day of September, 1921, and that plaintiff is entitled to have said mortgage foreclosed as against said defendants, A. Emmett Bly and Juanita L. Bly and all persons claiming from, under or through them.

It is, therefore, considered and adjudged by the court that the plaintiff recover from the defendants, A. Emmett Bly and Juanita L. Bly, the sum of twelve hundred and fifty dollars ($1250.00), and also his costs and charges in this cause laid out and expended, taxed at _____ without any relief whatsoever from valuation laws, the judgment to bear interest at the rate of six per cent per annum from the rendition thereof until paid.

And it is further considered and adjudged by the court that the equity of redemption of the defendant, A. Emmett Bly and Juanita L. Bly, under said mortgage to the plaintiff, and all persons claiming from, under, or through them, in and to said mortgaged premises, towit:-

A part of the North East quarter of Section 34, and a part of the South East quarter of Section 27, both in Township 15 North of Range 1 East, bounded by beginning on the North line of the Cumberland road 95 links and 38 feet West of the East line of said Section 34, running thence North 100 feet; thence West 28 feet; thence South about 100 feet to the Cumberland Road; thence East with the North line of said Road to the place of beginning,

be and the same is hereby forever barred and foreclosed, and that said real estate and all the right, title, interest and claim of the defendants, A. Emmett Bly and Juanita L. Bly, and of all persons claiming from, under, or through them in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of this county as lands are sold on execution, said sale to be without any relief whatever from valuation laws, and the proceeds arising from such sale, the sheriff is ordered and directed to apply in the manner following towit: First, To the payment of all costs accrued in this cause and the costs of said sale. Second, To the payment of the amount found due the plaintiff herein, being the amount of the judgment herein above rendered, together with interest from this date. The overplus, if any, remaining after payment of the foregoing judgment, interest and costs to be paid by the sheriff to the clerk of this court for the use of the parties lawfully authorized to receive the same; and in the event said mortgage premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, principal, interest and costs, the residue thereof remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants, A. Emmett Bly and Juanita L. Bly, subject to execution, and sale thereof shall be made without any relief whatever from valuation laws.

It is further ordered by the court that a duly ceritified copy of this decree, under the hand of the clerk and seal of this court, shall be sufficient authority to the sheriff to execute the same.

All of which is ordered, adjudged and decreed by the court this 30th day of January, 1931.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, January 31st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Steventon, Judge.

MICHAEL M. MAHONEY)
VS) # 13125 Judgt. vs Deft. for $6000.00 and Costs.
INDIANA MOTOR BUS CO.) J. D. 15, Page 215.

Comes now the plaintiff, by counsel, and on motion of said plaintiff, depositions of Dr. William H. Wagner and Dr. Roscoe E. Wilden are ordered published.

Come now the parties, in person and by counsel, and this cause being at issue, the same 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, finds for the plaintiff, and that the plaintiff is entitled to have and recover of and from the defendant, as damages, the sum of $6000.00 together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Indiana Motor Bus Company, the sum of $6000.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

STATE OF INDIANA, ex rel,)
LUTHER F. SYMONS, Bank) Order Directing Receiver to Pay Future
Commissioner of Indiana) Distributions in Certain Instances to
vs)# 12421 The Sole and Only Heirs at Law or Legatees
CITIZENS' STATE BANK) of Certain Depositors Who Have Died.
PLAINTIFF, INDIANA)

Comes now, Horace L. Hanna, the duly appointed, qualified and acting receiver of the Citizens' State Bank, Plainfield, Indiana, in the above entitled cause and files the following verified report (Here Insert), showing therein that among the depositors of said bank was one Viola Gray, now decreased and that there is a balance in savings and checking accounts shown on the books of said bank of $667.57, and said report further shows that one Elmer Atwood is the duly appointed, qualified and acting Executor of the estate of Viola Gray, deceased, and that said Executor is now ready to make a final report in his said trust and desires this Receiver to consent to an assignment of said balance to the sole and only heirs at law of said Viola Gray, deceased, and to pay any future distributions of said deposit to said heirs or legatees, and said Executor has named as said sole and only heirs of said Viola Gray, deceased, the following persons:
Charles Mayfield, Tessie Atwood, Lena Comer, Metta Thoms, Hattie Pugh and Harry Mayfield, and that the share of each of said persons in said balance of deposit is one-sixth thereof, and said Receiver asks that he may be ordered to pay any future distributions of such deposit to said heirs in the proportion stated above.

Said Receiver also shows to the court that there are other

deposit accounts in said bank where the depositors have died and administrators or executors have been appointed for said estates, and said Receiver asks that he may be ordered in such instances to approve assignments to heirs and to pay in distribution to such heirs, their proportionate share of said future distributions of said deposits or claims against said bank.

And the court having examined said report finds that the statements therein are true and being duly advised in the premises, it is now ordered by the court that Horace L. Hanna, Receiver, Citizens' State Bank, Plainfield, Indiana pay any future distributions due on the account of Viola Gray, deceased to said heirs or legatees, respectively, and in proportion thereto as in said petition set forth.

It is further ordered by the court that where there are other accounts in said bank where the depositor or claimant has died, and an executor or administrator has been duly appointed in the estate of said decedent, and such administrator or executor is desirous of filing a final report of his said trust, and said fund left in said bank is to be distributed to heirs, that said Receiver is hereby ordered to make such distribution in the proportion due to each of said heirs or legatees of said account.

And court adjourned until 9:00 o'clock A. M., Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, February 2nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the defendant, Amanda O. Castetter, by counsel, and files special answer, which special answer is in the words and figures following, to-wit: (H.I.).

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the defendant, Amanda O. Castetter, by counsel, and files special answer, which special answer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7104
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $25000.00.

THE STATE OF INDIANA)
VS) # 7099 Judgt. vs Deft. for $100.00 Fine and Costs.
HAROLD PHILLIPS) J. D. 15, Page 215.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Harold Phillips, in his own proper person and by counsel, and said defendant now enters a plea of guilty to the charge as set forth in the affidavit.

Whereupon the Court finds the said defendant guilty of the charge as set forth in the affidavit, and that he should pay his fine in the State of Indiana in the penal sum of $100.00, and that he should pay and satisfy the costs and charges herein.

And the Court further finds that the said defendant should stand committed to the Jail of this County for a period of three months.

It is, therefore considered and adjudged by the Court that the defendant, Harold Phillips, pay his fine in the State of Indiana in the penal sum of $100.00, and that he pay and satisfy the costs and charges of this action, taxed at _____ dollars and _____ cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Harold Phillips be permitted to go at liberty on probation so long as he behaves well.

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Come now the parties in person and by counsel, and this cause being at issue, the sheriff of this County is ordered to bring into open court the following jurors for jury service, to-wit: Charles Larsh, Harry Blair, Atlas Gore, Lee Kibbey, Chester Watson, Paul R. Martin, Claude Dailey, Curtis Stewart, Morton West, James Coble, Will Harrison and Oscar Whitaker, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

At the close of the opening statements by counsel, the counsel for the defendant moves the Court to require the plaintiff to submit to a physical examination. The Court being sufficiently advised, does now overrule said motion, to which ruling of the Court, the said defendant at the time excepts.

And a part of the evidence having been heard, the jury is now permitted to separate under proper instruction as to their conduct during their separation, until 9:00 o'clock A. M., February 3rd, 1931.

And court adjourned until 9:00 o'clock A.M., Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, February 3rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Come now the parties in person and by counsel, and the jury is again brought into open Court, and the hearing of the evidence is continued.

And after hearing a part of the evidence, the jury is permitted to separate under proper instructions touching their conduct during their separation, until 9:00 o'clock A. M., Wednesday, February 4th, 1931.

THE STATE OF INDIANA)
VS) # 98 Dependent & Neglected Child.
JOYCE ELNORA COX)

Comes now, Isaac S. Meltabarger, the grand father and nearest relative of Joyce Elnor Cox, herein, and waives notice to proceedings under his petition filed.

And the Court having heard the evidence and being duly advised, does now find that the said Joyce Elnora Cox is a dependant and neglected child, and that the prayer of the petition should be granted.

It is, therefore, now ordered and decreed by the Court that said Joyce Elnora Cox is now age ten years, be and she is hereby declared a public charge, and her custody is hereby given to the management of The Board of Children's Guardians of Hendricks County, Indiana, until further order of the Court.

All of which is now finally adjudged and decreed.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, February 4th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7106
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $10,000.00.

OSCAR H. ROGERS)
VS)# 12285 Judgt. vs Pltf. for Costs.
MAYNARD GRUBB) J. D. 15, Page 215.

The Court upon his own motion does now dismiss this case for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Oscar H. Rogers, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA, EX REL)
WILLIAM H. REMY, PROSECUTING)
ATTORNEY.)
VS) # 12312
DAN BROSNAN, ET AL.)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed with no costs taxed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed with no costs taxed.

THE STATE OF INDIANA, EX REL)
WILLIAM H. REMY, PROSECUTING)
ATTORNEY.)
VS) # 12407
JOSEPHINE HARRIS, ET AL.)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed with no costs taxed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed with no costs taxed.

Wednesday, February 4th, 1931, and the 27th day of the January Term, 1931.

THE HENRY FURNACE AND)
FOUNDRY COMPANY .)
VS) # 12790 Judgt. vs Pltf. for Costs.
HERMAN R. FLETCHER .) J. D. 15, Page 216.

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, The Henry Furnace and Foundry Company, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC SERVICE)
COMMISSION)

Comes now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After the hearing of a part of the evidence, the jury is again permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Thursday, February 5th, 1931.

STATE OF INDIANA)
) SS: In the Hendricks Circuit Court
COUNTY OF HENDRICKS)
_____term 1931.

STATE OF INDIANA)
ON RELATION OF)
LUTHER F. SYMONS,)
BANK COMMISSIONER OF INDIANA,)
vs) No.
)
CLAYTON BANK AND TRUST COMPANY)

E N T R Y.

Comes now the relator in person and by James M. Ogden, Attorney General of Indiana, his attorney, and files in open court, his petition, for the appointment of a receiver, for said defendant, Clayton Bank and Trust Company, of Hendricks county, Indiana, and it is thereupon ordered that Monday February 16, 1931, at 9 o'clock A.M., be and is hereby fixed as the time and the court room in Danville, Hendricks County, Indiana as the place for the hearing of said petition and the clerk of said court is ordered and directed to give notice of filing of said petition and complaint and the time fixed for the hearing thereon to all stockholders and depositors of said Clayton Bank and Trust Company one publication in the Republican and Danville Gazette, newspapers published in Hendricks County, Indiana not less than 10 days before said 16 day of February, 1931.

A. J. Stevenson
Judge of the Hendricks Circuit Ct.

And court adjourned until 9:00 o'clock A.M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday, February 5th, 1931, and the 28th day of the January Term, 1931.

Thursday Morning, February 5th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

S. S. KRESGE COMPANY)
VS) # 12364 Judgt. vs Defts. for $1000.00 and Costs.
CAREY S. FRYE and) J. D. 15, Page 216.
EDWARD E. FRYE)

Come now the plaintiff, S. S. Kresge Company, by Herman W. Kothe and Grier M. Shotwell, its attorneys, and the defendants in the above entitled cause, Carey S. Frye and Edward E. Frye, by Walter J. Brown, their attorney, and the cause coming on for trial, judgment is hereby entered, by agreement of counsel, for the plaintiff against the defendants and each of them in the sum of one thousand dollars ($1,000.00), together with the costs of this action without relief from valuation and appraisement laws.

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Come now the parties, by counsel, and the jury is again brought into open court, and the taking of the evidence is continued and concluded.

At the close of all the evidence, and before the beginning of the arguments, the plaintiff tendered her written instructions numbered from one to seven inclusive, and requested the Court to indicate in writing thereon what instructions would be given and which refused. And the Court now refuses to give instructions numbered two, three and five, to the refusal of which the plaintiff duly excepts. And the Court indicates it will give instructions numbered from one to _____ of its own motion, to the giving of each of which the plaintiff and defendant each duly objects and excepts, and to each one thereof separately and severally.

And the Court further indicates that it will give instructions numbered one, four, six and seven as tendered by the plaintiff to the giving of each one of which the defendant duly objects and excepts.

And the defendant tenders its instruction number one, which is given by the Court to the giving of which the plaintiff duly objects and excepts.

And now the arguments of counsel having been completed, the jury is now permitted to separate after proper instructions touching their conduct during their separation, until 9:00 o'clock A.M., February 6th, 1931.

And court adjourned until 9:00 o'clock A. M., Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, February 6th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7108
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon its motion, bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant, herein. Bond fixed at $1000.00.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 12944
CHARLES H. MARTIN, ET AL)

Comes now the plaintiff, by counsel, and files motion to correct order of sale and sheriff's certificate, which motion is in the words and figures following, to-wit: (H.I.).

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Come now the parties, by counsel, and the jury is again brought into open Court. And the Court now gives of its own motion instructions numbered one to seventeen inclusive to the giving of each of which the plaintiff and defendant separately and severally excepts. And the Court also gives instructions numbered one, four, six and seven as tendered by the plaintiff to the giving of each of which the defendant excepts. The Court now refuses to give instructions numbered two, three and five as tendered by the plaintiff to the refusal of which and each of which the plaintiff objects and excepts. And now the instructions, both those given and those refused are ordered filed as a part of the papers in this case, which is now done.

And afterwards, the jury is again brought into open Court, and return a verdict, which verdict is as follows, to-wit:

VERDICT

STATE OF INDIANA)
)SS
HENDRICKS COUNTY)

EVA FORD)
)
VS)
)
INTERSTATE PUBLIC)
)
SERVICE COMPANY)

We, the jury, find for the plaintiff, and assess her damages in the sum of $1200.00.

Chas. N. Larsh
Foreman

ELMER E. FLICKINGER)
VS) # 13094
CLYDE R. MASTEN)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before February 14th, 1931.

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Come now the defendants, by counsel, and each file separate answer, which separate answers are in the words and figures following, to-wit: (H.I.). The plaintiff is now ruled to reply on or before February 14th, 1931.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday morning, February 7th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13073
ALBERT STRONG MILES, ET AL)

Comes now the defendant, Albert Strong Miles, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS)# 7096
HUGO LYNCH)

Comes now the defendant, by counsel, and files motion for a new trial, which motion is in the words and figures following, towit: (H.I.).

The Court having examined the said motion, and being sufficiently advised in its premises, does over-rule the same, to which ruling of the Court the defendant excepts. And now the said defendant prays an appeal to the _____ Court of Indiana, which appeal the Court does now grant. Thirty days are given in which to file bond and bill of exceptions.

ROLAND FITCH, ET AL.)
VS) # 11990
LOSEY-NASH MOTOR CO.)

Come now Robinson, Symmes and Melson, Attorneys for the plaintiff in this cause, herein, and hereby withdraw their appearances for the plaintiff.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Comes now the plaintiff, by counsel, and files motion to make third and fourth paragraphs of counter-claim more specific, which motion is in the words and figures following, to-wit: (H.I.).

LILLIAN BAILEY.)
VS) # 13121
JOHN P. CARR.)

Come now the parties, in person and by counsel, and this cause being at issue, the sheriff of this County is ordered to bring into open court the following jurors for jury service, to-wit: Charles Larsh, Harry Blair, Atlas Gore, Lee Kibbey, Benj. F. Helm, Chester Watson, Paul Martin, Claude Dailey, Curtis Stewart, Morton West, Will Harrison and Oscar Whitaker, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open court, to well and truly try the issues

joined herein and true verdict give according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions touching their conduct during their separation until 8:30 o'clock A. M. February 9th, 1931.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, February 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WILLIAM B. PAUL)
VS) # 12007
ROBERT R. SLOAN)

Comes now Anna L. Darnell, administratrix, by counsel, and files supplemental complaint, which supplemental complaint is in the words and figures following, to-wit: (H.I.).

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Comes now the plaintiff, by counsel, and withdraws motion to make third and fourth paragraphs of counter-claim more specific.

Said plaintiff does now file motion to separate each of said paragraphs, three and four of said counter-claim into separate causes of action.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 12941 Order on Motion to Correct Record
CHARLES H. MARTIN, ET AL.)

Comes now the plaintiff by counsel and files herein its duly verified motion to correct the record in this cause, which motion is in the words and figures following, towit: (H.I.) and it appearing to the court that the defendants Charles H. Martin, Dovie E. Martin and The Farmers Trust Company have each been notified of the filing of this motion and the time when it would be presented to the court for hearing, the same is now submitted to the court.

The court finds that the facts set forth in the motion are true, that the relief therein sought should be granted.

It is therefore ordered and adjudged that the decree and order of sale be corrected as to the description by interlineation of the words, "thence northeast with north right-of-way line of said railroad company", after the words "St. Louis Railway Company" and before the words "9.40 Chains"; that the sheriff's return of sale be amended to include the same correction and that the sheriff execute and deliver to the plaintiff a duplicate certificate of sale embodying the same correction.

The costs of this proceeding are taxed against plaintiff.

NATIONAL MTG. & DISCOUNT CO.)
VS) # 11814 Judgt. vs Pltf. for Costs.
ORA BUCHANAN, ET AL.) J. D. 15, Page 216.

The court upon its own motion, does now dismiss this cause for want of prosecution at the plaintiff's costs.

It is, therefore, considered and adjudged by the Court that

this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, National Mtg. & Discount Co., is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

LILLIAN BAILEY)
VS) # 13121
JOHN P. CARR)

Come now the parties, in person and by counsel, and the jury is again brought into open Court and the evidence having been concluded, the plaintiff now tenders instructions numbered from one to fourteen inclusive, and also the defendant tenders instructions numbered from one to fourteen inclusive. The Court now indicates thereon which of said instructions will be given and which refused.

And after arguments of counsel have been completed, the Court now gives of its own motion instructions numbered from one to seven inclusive to the giving of each of which the plaintiff and defendant each for themselves severally and separately excepts and objects. And the Court further gives to the jury instructions numbered one, two, three and four as tendered by the defendant to the giving of each of which the plaintiff objects and excepts. And the Court further gives instructions tendered by the plaintiff and numbered eight, nine, ten, eleven, twelve, thirteen and fourteen, to the giving of each of which the defendant objects and excepts. And the Court refuses to give instructions tendered by the plaintiff and numbered from one to seven both inclusive, to which refusal the plaintiff objects and excepts. And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of the Court at the close of the instructions to the Jury, and are in the words and figures following; (H.I.):

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards, the jury is conducted into open Court by the officer in charge and there it returns a verdict in favor of the plaintiff , for $2500.00, which verdict is as follows, to-wit:

VERDICT

STATE OF INDIANA)
)
HENDRICKS COUNTY)

LILLIAN BAILEY
VS
JOHN P. CARR

We, the jury, find for the plaintiff and assess her damages at the sum of $2500.

Chas. N. Larsh
Foreman

MARTHA A. DAVIS)

VS) NO. 13004 Judgt. vs Deft. for Costs.

ARTHUR H. DAVIS) J.D. 15, Page 216.

Comes now Martha A. Davis, plaintiff in the above entitled cause by Horace L. Hanna, her attorney, and it appearing to the court that the defendant, Arthur H. Davis has been duly served with process more than ten days before the first Monday of September 1930, the day of which the summons herein was made returnable and the defendant failing to appear to this action, the prosecuting attorney of this Judicial District, Arny Watkins, appears hereto as required by law, and this cause is submitted to the court for trial, finding and decree.

The defendant Arthur H. Davis is thereupon three times audibly 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 she is entitled to a decree of divorce from the defendant on the grounds alleged in her complaint.

It is therefore considered, ordered, adjudged and decreed by the court that the bonds of matrimony existing between said plaintiff and Defendant herein, be and they are hereby dissolved and that said plaintiff is hereby granted a divorce from said defendant.

It is further considered, ordered and decreed by the court that the defendant pay the costs of this action.

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, February 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)

VS)# 7110 Judgt. vs Deft. for $100.00 Fine and Costs.

FOREST E. FLYN) J. D. 15, Page 217.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person, and enters his plea of guilty to the charge as set forth in the affidavit.

Whereupon the Court finds that the defendant, Forest E. Flyn, is guilty of the offense charged in the affidavit, and that he should be fined in the penal sum of $100.00 and that he should be imprisoned in the Indiana State Farm for a period of ninety days.

The Court further finds that the said defendant should pay and satisfy the costs and charges herein or stand committed until such find and costs are staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Forest E. Flyn, for the offense, by him committed, do make his fine to the State of Indiana in the penal sum of $100.00 and that he be imprisoned in the Indiana State Farm for a period of ninety days.

It is further considered and adjudged by the Court that the said defendant, Forest E. Flyn, pay and satisfy the costs and charges herein taxed at _____ dollars and ____ _____ cents, or stand committed until such find and costs are staid or paid.

And now the Court finds that the sentence to the Indiana State Farm should be suspended and said defendant released on probation for a period of two years from charge on codition that the offense above charged be not repeated.

It is, therefore, considered and adjudged by the Court that the sentence to the Indiana State Farm be and it is suspended and said defendant, Forest E. Flyn be released on probation for a period of two years from charge on condition that the offense above charged be not repeated.

THE STATE OF INDIANA)

VS) # 7111 Judgt vs Deft. for $10.00 and Costs.

RUTH ROSS) J.D. 15, Page 217.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in her own proper person, and enters a plea of guilty to the above charge.

Whereupon the Court finds that the defendant is guilty of the offense charged in the affidavit and that said defendant should be fined in the penal sum of $10.00, and that she should pay and satisfy the costs and charges of this prosecution.

The Court further finds that the defendant should be given thirty days in which to pay and satisfy said fine and costs, and in failure to so pay, the said defendant should stand committed to Jail of this County until said fine and

costs are paid or replevied.

It is, therefore, considered and adjudged by the Court that the defendant, Ruth Ross, be and she is fined unto the State of Indiana in the penal sum of $10.00 and that said defendant also pay and satisfy the costs and charges of this prosecution taxed at _____ dollars and _____ cents.

It is further considered and adjudged by the Court that the said defendant, Ruth Ross, be and she is given thirty days in which to pay and satisfy said fine and costs, and in failure to so pay, the said defendant stand committed to Jail of this County until said fine and costs are paid or replevied.

THE STATE OF INDIANA.)
VS) # 12235
FOREST BUSHONG, ET AL.)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following to-wit: (H.I.). That the defendants have been duly served with process more than 10 days before the day fixed by the plaintiff by indorsement on their complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not, and herein wholly makes default.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 12912
JOSHUA C. THOMPSON, ET AL.)

Comes now the plaintiff, by counsel, and all the defendants are ruled to answer on or before February 17th, 1931.

And Court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.
T. J. Stevenson, Judge.

Wednesday Morning, February 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

LILLIAN BAILEY)
VS) # 13121 Judgt. vs Deft. for $2500.00 and Costs.
JOHN P. CARR) J. D. 15, Page 217.

Come now again the parties, by counsel, and the Court renders judgment upon the verdict of the jury.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant John P. Carr the sum of $2500.00, together with the costs of this action, taxed at _____dollars and _____cents.

ROY EDWARDS)
VS) # 12114 Judgt. vs Pltf. for Costs.
HARRY C. WEBSTER,) J.D. 15, Page 217.
AGENCY)

It appearing to the Court that this cause was set for trial, and the parties failing to appear, the same is now dismissed by the Court for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Roy Edwards, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

ACTION OF THE HENDRICKS COUNTY BAR IN MEMORY OF

JAMES A. DOWNARD.

James A. Downard, who died February 4th 1931, was born in Hendricks County, Indiana, November 15th 1855. He united in marriage with Maud L. Donaldson May 22nd 1884, Mrs. Downard surviving him.

His education was acquired in the common schools of Hendricks County, Indiana; at Butler University, and in the great school of experience, that forum in which he learned to his great advantage that,

"One thorn of experience is worth a
whole wilderness of warning".

He studied law here in Danville in the law office of Cofer &Taylor. On October 14th 1878, upon motion of the late Thomas J. Cofer, he was duly admitted to practice law at this bar.

As a lawyer it may be said of him that he never aspired to leadership as an advocate except in the line of his chosen work, that of abstracting and perfecting titles to real estate. As an abstracter and authority upon titles he had no peer and we most heartily join the great army of his clientele in keeping in memory these high acquirements of his professional career.

In his day he was honored many times by election to public office. He served as County Commissioner from January 1st 1911 to December 31st 1913. During his term of office it became necessary to build a new court house, and, without disparagement to any other public official, we may truthfully say that to his great energy, ability and good judgment is largely due this splendid structure, the arrangement and convenience of which has been the comment and admiration of all thoughtful people and it cost the wonder of the time.

He has many times served his town and the people thereof as a member of the Board of Trustees. As such he served with distinction and marked ability. His stand for public improvements, such as the community could afford, is well known and fully appreciated by all. His whole official life was characterized by honesty and efficiency and it is justly due his memory that we say that neither aspersion nor reproach ever attached to any of his official acts.

His own life was successful in the broadest sense. In his death the bar loses an honorable and upright member, the community a valuable and worthy citizen, and Mrs. Downard a faithful and true companion.

Faithfully submitted.

Zimri E. Dougan,
Edgar M. Blessing,
Your Committee.

Upon motion of Zimri E. Dougan, seconded by Edgar M. Blessing, the foregoing was duly adopted in memory of James A. Downard, late of Hendricks County, Indiana, deceased, at a meeting of the Hendricks County bar, held in the court room, in the court house in the town of Danville, Indiana, on Saturday, the 7th. day of February, A.D. 1931.

A. J. Stevenson
Chairman of Meeting.

JAMES R. THOMAS)
VS) CAUSE NO. 13162 Judgt. vs Defts. for $1391.82 and Costs.
JOHN W. FRAZEE) J. D. 15, Page 218.
LILLIE BELLESTONE FRAZEE)

Comes now the Plaintiff, James R. Thomas, by Otis E. Gulley, his attorney, and it appearing to the satisfaction of the court by the Sheriff's return to the summons issued to the Sheriff of Hendricks County, which summons and return of the Sheriff endorsed thereon are in words and figures following, to-wit:(H.I.)

That the defendants John W. Frazee and Lillie Belle Stone Frazee have each of them been duly served with process more than ten (10) days before the day fixed by the Plaintiff by endorsement on his complaint for said defendants to appear and answer and that said defendants and each of them have had due and legal notice of the pendency of this suit and the time when and the Court in which it would come on to be heard.

And now on motion of the Plaintiff, each of the defendants, John W. Frazee and Lillie Belle Stone Frazee, his wife are three times loudly called in open court but come not herein, but wholly make default.

And now this cause being at issue on the complaint of the plaintiff, and the default of the defendants, John W. Frazee and Lillie Belle Stone Frazee, the same is submitted to the court for trial, finding, judgment and decree without the intervention of a jury, and evidence being adduced, Court being duly advised in the premises, finds for the Plaintiff and that the allegations of his complaint are true and that the relief prayed for should be granted.

The Court further finds as alleged in the complaint that the defendant John W. Frazee became and was justly indebted to the Plaintiff, and being so indebted, on the 8th day of May, 1930, executed his two promissory notes promising to pay the sum of Six Hundred Twenty-five Dollars six months after date, and Six Hundred Twenty-five Dollars on the 25th day of February 1931 with interest at the rate of eight per cent per annum until paid, together with five per cent attorneys fee, all payable without any relief from valuation or appraisment laws and that said notes provided that the entire principal should become due on default in the payment of either of said notes.

That on the same day the defendant John W. Frazee was the owner in fee simple of certain real estate in Hendricks County, Indiana, hereinafter more fully described; that to secure the payment of said debt, said defendants duly mortgaged and warranted said real estate to the Plaintiff as alleged in this complaint; that said mortgage was duly acknowledged, filed for record and recorded in the office of the Recorder of Hendricks County, Indiana.

The Court further finds that said first note became due on November 8th. 1930 in the sum of $625.00, that the same was not paid and that thereupon the entire balance of principal to-wit; Twelve Hundred Fifty Dollars became immediately due and owing, plus accrued interest, or a total of $1325.55 together with $66.27 as attorneys fees making a total sum of $1391.82, and that plaintiff thereupon became and is now entitled to a foreclosure of his mortgage.

The court further finds that said mortgage was second and subsequent to two other certain mortgages executed on seperate parts of said real estate one for $3700.00 in favor of the Metropolitan Life Insurance Company, which was duly

recorded in Mortgage Record 86 at page 351-2-3-4 and one for $3800.00 in favor of the Fletcher Joint Stock Land Bank which is duly recorded in Mortgage Record 76 at page 264 all in the Records of the Recorders Office of Hendricks County, Indiana.

It is therefore ordered, adjudged and decreed by the court that the Plaintiff have and recover of and from the defendants John W. Frazee and Lillie Belle Stone Frazee the sum of $1391.82, all payable without any relief whatever from valuation or appraisment laws, together with the costs of this suit and accruing costs.

It is further ordered, adjudged and decreed by the court that the equity of redemption of all of the defendants herein and of all persons claiming by, from through or under them, or any of them in and to the real estate described in the complaint and covered by the Plaintiff's mortgage lying and being in Hendricks County, Indiana, more particularly described as follows, to-wit:

The west half of the South West quarter of Section 32 Township 16, north Range 2 east and ten acres off of the west side of the east half of the southwest quarter of Section 32 Township 16 North Range 2 east, containing in both reacts 90 acres more or less, Also

The east half of the east half of the southeast quarter of Section 31, Township 16 North Range 2 east containing 40 acres more or less, Also

A part of the southwest quarter of the southeast quarter of Section 32 Township 16 North Range 2 east, bounded and described as follows to-wit; Beginning at the southwest corner of said quarter quarter and running thence north 75 & 3/5 rods; thence east 55 rods 3 feet and 7 inches; thence south 75 & 3/5 rods to the south line of said quarter quarter; thence west on the south line thereof 55 rods 3 feet and 7 inches to the place of beginning, estimated to contain 26 acres more or less and in all the above tracts 156 acres more or less, be and the same is forever barred

and foreclosed and that said described real estate and all the right, title, interest, claim or demand of the defendants herein, and all persons claiming by, from, through or under them, or any 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, said sale to be made without any relief whatever from valuation or appraisment laws, and subject to the mortgages held by the Metropolitan Life Insurance Company and the Fletcher Joint Stock Land Bank, above found to exist, and the proceeds of said sale shall be applied as follows;

(a) To the payment of the costs of this suit and all accruing costs;

(b) To the payment of the amount found due the Plaintiff on the claim sued on being the amount of judgment hereinbefore rendered, together with interest thereon from this date at the rate of eight (8) percent per annum.

(c) The over-plus, if any there be, to be paid by the Sheriff to the Clerk of the Court for the use and benefit of the party lawfully entitled and authorized to receive the same.

IT IS FURTHER ORDERED ADJUDGED AND DECREED, that Grant G. Martin be and he is hereby appointed receiver to take possession of said premises during the pendency of this action and during the year of redemption, to receive the rents and profits therefrom, apply the same to the payment of said mortgage debt, and to do such acts as may be ordered from time to time by the Court, and the said, Grant G. Martin appears in open court and files herein his bond, which the court now fixes at Five Hundred ($500.00) Dollars, with W. C. Martin surety thereon, said bond is now filed with and approved by the Court and said receiver takes oath and enters on the performance of his trust herein.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the Court that in the event said real estate is not sold at Sheriff's sale for an amount sufficient to satisfy the

judgment herein rendered, principal, interest and costs, the residue thereof remaining unpaid shall be levied on the goods, chattles, hands and tenements of the defendants, John W. Frazee and Lillie Belle Stone Frazee, his wife, subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisment laws, and the distribution of the proceeds of said sale shall be the same as the distribution of the proceeds of the sale of said real estate.

IT IS FURTHER ORDERED ADJUDGED AND DECREED by the Court that the Clerk of this Court, on request of the purchaser at Sheriff's Sale at any time after Sheriff's Deed shall have been executed and delivered to the said purchaser of said real estate described above and sold by virtue of this decree of foreclosure shall release of record in the office of the Recorder of Hendricks County, Indiana, the mortgage on which this decree is based.

IT IS FURTHER ORDERED, that in the event any person or persons in possession of said real estate shall refuse on demand of the holder of a Sheriff's Deed thereto, issued in pursuance of this order of foreclosure to surrender possession of said real estate to said purchaser, the Sheriff of Hendricks County, Indiana, on the request of such purchaser or purchasers or his or its grantees, shall place such purchaser in possession of such real estate and each and every part thereof, using such force as may be necessary to remove any person or persons in possession of such real estate and each and every part thereof, together with their property and effects.

IT IS FURTHER ORDERED that a copy of this decree under the hand and seal of the Clerk of this Court delivered to the Sheriff of Hendricks County, Indiana, shall be sufficient authority to said Sheriff to execute the same by advertising and selling said property as herein provided and said Sheriff being furnished with said certified copy shall proceed forthwith to advertise and sell said property as provided by law.

ALL OF WHICH IS ORDERED ADJUDGED AND DECREED BY THE COURT.

And court adjourned until 9:00 o'clock A.M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday morning, February 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY D. CRAM)
VS) # 13067
URBAN L. WILLIAM)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before, February 20th, 1931.

MARY D. KURTZ)
VS) # 12215
LYELL KURTZ)

Comes now the defendant, by counsel, and files petition for modification of decree and citation of defendant, which petition is in the words and figures following to-wit: (H.I.). Notice to the defendant ordered returnable, February 21st, 1931.

STATE OF INDIANA)
VS) # 12235 Judgt. vs Defts. for $100.00 and Costs.
FOREST BUSHONG) J. D. 15, Page 218.
COLEMAN B. PATTERSON)

Come now the State of Indiana by Herbert E. Wilson, Prosecuting Attorney for the 19th Judicial Circuit , who is represented by his Deputy, Forrest W. Littlejohn, and comes also defendant by counsel, and this cause being at issue, is submitted to the Court for trial, finding and judgment without the intervention of the jury, and the Court having heard the evidence, and being duly advised in the premises, finds for the plaintiff, and that the allegations of plaintiff's complaint are true.

And that there is due said plaintiff from the said defendants and each of them on the recognizance bond sued upon One hundred dollars ($100.00), and costs of this action without relief from valuation or appraisment laws of the State of Indiana.

It is, THEREFORE, considered and adjudged by the Court that said plaintiff have and recover of and from said defendants and each of them the sum of One hundred dollars ($100.00), Ten dollars ($10.00) docket fee for services of said prosecuting attorney, together with plaintiff's costs and charges in this behalf paid, laid out and expended, all collectable without relief from valuation or appraisment laws of the State of Indiana.

THE STATE OF INDIANA)
VS) # 7049 Judgt. vs Deft for $25.00 find and costs.
KENNETH THOMPSON) J. D. 15, Page 218.

Comes now the State of Indiana by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Kenneth Thompson in person, and enters his plea of guilty to the charge of assault and battery.

Whereupon the Court finds that the defendant is guilty of the charge of assault and battery, and that he should make and pay his fine herein unto the State

of Indiana in the sum of $25.00, and that he should pay the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, Kenneth Thompson be and he is fined herein unto the State of Indiana in the sum of $25.00, and that he pay the costs of this prosecution taxed at _____dollars and _____cents.

A. T. BOWEN & CO.)
VS) # 12857 Judgt. vs Defts. for $89.08 and Costs.
EWING G. HAZLETT) J. D. 15, Page 218.
DOROTHEA HAZLETT)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following to-wit: (H.I.). That the defendants have been duly served with process more than 10 days before the day fixed by the plaintiff by indorsement on their complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, that there is due the plaintiff on the note sued upon a balance in principal and interest, $59.08, and the further sum of $30.00 as a fee for the services of the plaintiff's attorneys all of which the plaintiff should be entitled to recover of and from the defendants, Ewing G. Hazlett and Dorothea Hazlett, without relief from valuation or appraisement laws,together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Ewing G. Hazlett and Dorothea Hazlett, the sum of $89.08, together with the costs of this action without relief from valuation or appraisement laws, taxed at _____dollars and _____ cents.

THE FEDERAL LAND BANK OF)
LOUISVILLE, KY.)
VS) # 13130
EDWARD D. COURTNEY, ET AL.)

Comes now the Hendricks County National Farm Loan Association, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and returns are in the words and figures following, to-wit: (H.I.). That the defendants, Edward D. Courtney, Mabel Courtney, his wife, Samuel P. Yemme and Home Lumber Company of Danville, Indiana, have been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaintif for the said defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly make default.

And the Court having heard the evidence in this cause, does now take said cause under advisement.

And court adjourned until 9:00 o'clock A.M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, February 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA.)
VS) #99 Dependent and Neglected Children.
PAULINE AVIS COURTNEY)
PAUL ADRIAN COURTNEY)
GENEVA LILLIE COURTNEY)

Comes now the mother of the above named parties and files answer consenting to the petition as filed herein, which answer is in the words and figures following, to-wit: (H.I.).

And the Court having heard the evidence and being duly advised, finds that the said Pauline Avis Courtney, Paul Adrian Courtney and Geneva Lillie Courtney are each under sixteen years of age, are dependent and neglected as alleged in the petition and the Court further finds that the prayer of said petition should be granted.

It is therefore now adjudged and decreed by the Court that Pauline Avis Courtney, Paul Adrian Courtney and Geneva Lillie Courtney, each under the age of sixteen years, be,and they are hereby declared to be wards of The Board of Children's Guardians of Hendricks County, Indiana, until further order of the Court.

It is further appearing to the Court that the mother of said children is a fit and proper person to have the custody of said children, they are now hereby awarded to the said mother, until further order of the Court.

Done in open Court this 13th day of February, 1931.

THE STATE OF INDIANA)
VS) 7113
AMOS YOUNG)

Comes now the State of Indiana,by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $100.00.

FRANK DALY, ET AL.)
VS) # 13098
EDWARD P. SHOWERS, ET AL.)

Come now the defendants,by counsel, and file motion and affidavit for continuance, which motion and affidavit are in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and affidavit and being sufficiently advised in its premises, does now sustain the same, and cause is continued and set for trial, April, 6th, 1931.

THE STATE OF INDIANA)
VS) # 7112
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant, herein. Bond fixed at $500.00.

IN THE MATTER OF THE)
PETITION OF HORACE C.) # 12795.
SPANGLER, ET AL.DRAIN)

Comes now the commissioner herein and file his financial report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises now approves the same.

And now said commissioner is discharged from his bond and trust herein.

THE STATE OF INDIANA)
VS) # 7113
AMOS YOUNG)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person, and enters his plea of guilty to the charge of forgery as contained in the affidavit.

And it appearing to the Court that the defendant, Amos Young, is entitled to further consideration of this cause, the same is now taken under advisement.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Come now the parties, by counsel, and the Court does now over-rule the motion to separate, to which ruling of the Court the plaintiff duly excepts.

The plaintiff does now file answer to each of paragraphs three and four of counter-claim, which answer is in the words and figures following, to-wit: (H.I.).

This cause now being at issue, the sheriff of this County is ordered to bring into open court the following jurors for jury service, to-wit: Charles Larsh, Harry Blair, Atlas Gore, Lee Kibbey, Chester Watson, Benj. F. Helm, Frank Fields, Claude Dailey, Curtis Stewart, Gus Poer, Will Harrison and Oscar Whitaker, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

And after hearing a part of the evidence in the case, the jury is permitted to separate under instructions from the Court as to their conduct

during their separation until 8:30 o'clock A.M., Monday, February 16th, 1931.

And court adjourned until 9:00 o'clock A.M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7114
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion, bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana,for the defendant herein. Bond fixed at $1000.00.

THE STATE OF INDIANA)
VS) # 7115
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant,in person and by counsel, and waives arraignment herein and enters his plea of not guilty.

STATE OF INDIANA, EX REL)
LUTHER F. SYMONS.)
VS) # 13166
CLAYTON BANK AND TRUST CO.)

Comes now the petitioner, by counsel, and files motion to continue hearing the cause, which motion is in the words and figures following, to-wit: (H.I.), and the Court does now continue this cause until March 2nd, 1931.

ROBERT W. BRYANT)
VS)# 13055 Order of Sale of Uncollected Accounts.
AGNEW-BRYANT CHEVROLET CO.)

Comes now Fred H. Stewart, receiver, and files the following verified petition in words and figures as follows, to-wit: (H.I.) showing that all the assets of said trust there remains undisposed of certain uncollected accounts appraised at $_____, and asking authority to sell the same at private sale and without notice.

The court having examined said petition and being advised finds that in the interests of said trust the prayer thereof ought to be granted.

It is therefore ordered by the court that said receiver offer at private sale, for cash, and without notice, the accounts in said petition described and said receiver is directed to make due report of his proceedings under this order and time is given.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, February 16th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Comes now the plaintiff, by counsel, and files motion to strike out second paragraph of defendant's answer, which motion is in the words and figures following, to-wit: (H.I.).

CHARLES M. CLARK)
VS) # 13164
GEORAGE AND ANNIE)
CLODFELTER)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before, February 23rd, 1931.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL CO.)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions until 9:00 o'clock A.M., Tuesday, February 17th, 1931.

THE LADOGA BUILDING LOAN)
FUND & SAVINGS ASSOCIATION.)
VS) # 13174 Judgt vs Pltf. for Costs.
THOMAS W. FARROW, ET AL.) J. D. 15, Page 219.

Comes now the plaintiff, by counsel, and moves the dismissal of said cause, which motion the court does now sustain, at the cost of the plaintiff.

It is, therefore, adjudged by the Court that this cause of action be, and the same is hereby dismissed, and the plaintiff, The Ladoga Building Loan Fund & Savings Association, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

BERTHA COX)
VS) # 13089
BUSINESS FURNITURE)
REALTY CORP., ET AL.)

Comes now the defendant, by counsel, and files motion for a physical examination of the plaintiff, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

The Court does now appoint Dr. L. W. Armstrong and Dr. John W. Sluss to make such examination.

EQUITABLE SECURITIES CO.)
VS) # 12699 Judgt. vs Pltf. for Costs.
ANSON L. JONES, ET AL.) J. D. 15, Page 219.

It appearing to the Court that this cause having been set for trial and the parties having failed to appear at the time for hearing thereof, this cause is now dismissed for want of prosecution, at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause is and the same is hereby dismissed for want of prosecution, and the plaintiff is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, February 17th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE MUTUAL BENEFIT)
LIFE INSURANCE COMPANY,)
A CORPORATION.)
VS) # 12912
JOSHUA C. THOMPSON, ET AL)

Come now the defendants, Dean Wehner and Kazia Wehner, by counsel, and file answer, which answer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7116
CECIL McMULLEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $1000.00.

Comes also the defendant in person and on being arraigned, enters his plea of not guilty.

THE STATE OF INDIANA)
VS) # 7117
FRANK STOTT)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $1000.00.

Comes also the defendant in person and on being arraigned, enters his plea of not guilty.

ROBERT W. BRYANT)
VS) # 13055
AGNEW-GRYANT CHEVROLET CO.)

Comes now the receiver heretofore appointed herein, and files his report of receivership, which report is in the words and figures following, to-wit: (H.I.), and this cause is set for hearing March 2nd, 1931.

The Court does now order the receiver to give notice to all parties of time and place of hearing.

EMMA D. STONE)
VS) # 12182 Judgt. vs Pltf. for Costs.
DAISY RAIDABAUGH) J.D. 15, Page 219.

It appearing to the Court that this cause has been settled between the parties, this cause is now dismissed for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

INDIANAPOLIS LIFE INSURANCE CO.)
VS) # 12204
LORA F. SWOPE, ET AL.)

It appearing to the Court that the costs of this proceeding have been paid and that the receiver heretofore appointed has never qualified as such, this proceeding should now be adjudged and finally disposed of.

It is, therefore, considered and adjudged by the Court that this proceeding be and the same is adjudged and finally disposed of.

STATE BANK OF LIZTON,)
LIZTON, INDIANA.)
VS) # 12220 Judgt. vs Defts. for $66.71 and Costs.
JOHN WORRELL, ET AL.) J. D. 15, Page 219.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and returns are in the words and figures following, to-wit: (H.I.). That the defendants have been duly served with processs more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendants John Worrell and Huston H. Worrell on the note sued upon in principal and interest the sum of $51.71, and the further sum of $15.00 as a fee for the services of the plaintiff's attorneys, all of which the plaintiff is entitled to have and recover of and from said defendants all without relief from valuation or appraisement laws, together with costs.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants, John Worrell and Huston H. Worrell, the sum of $66.71, together with the costs of this action taxed at _____ dollars and _____ cents.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued and concluded.

At the close of all the evidence, the plaintiff, by counsel, files motion for directed verdict in favor of plaintiff on each of the second and fourth paragraphs of counter-claim, which motion is in the words and figures following, to-wit: (H.I.). The Court having examined said motion and being sufficiently advised in its premises, does now over-rule the same, to which ruling of the Court the plaintiff excepts.

And now before the beginning of the argument, the plaintiff tenders its instructions numbered from one to seventeen inclusive, and requests the Court to indicate before the argument which of said instructions will be given and which refused. And the defendant also tenders instructions numbered from one to eight inclusive, and the Court indicates which of said instructions will be given and which refused.

And now the argument having been concluded, the Court instructs the jury in writing and gives of its own motion instructions numbered from one to _____ to the giving of each of which the plaintiff and the defendant each separately and severally excepts. The Court gives of the instructions tendered by the plaintiff instructions numbered 3, 4, 5, 10, 13, 15, 16 and 17 to the giving of each of which the defendant objects and excepts. And the Court refuses to give instructions numbered 1, 2, 6, 7, 8, 9, 11, 12 and 14 to the refusal of each of which the plaintiff objects and excepts. And the Court gives of the instructions tendered by the defendant, instructions numbered 1, 2, 3, 4, 5, 7 and 8 to the giving of which and each one thereof the plaintiff objects and excepts. And the Court refuses to give instructions numbered six as tendered by the defendant to which refusal the defendant objects and excepts. And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the Jury, and are in the words and figures following: (H. I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards, the jury is conducted into open Court by the officer in charge and there it returns a verdict in favor of the plaintiff, for $821.10, which verdict is as follows, to-wit:

VERDICT:

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

HETHERINGTON & BERNER
VS
CAPITAL CITY GRAVEL CO.

We, the jury, find for the plaintiff, and assess its damages in the sum of $821.10.

Chas. W. Larsh
Foreman

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Wednesday Morning, February 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

M. A. ISAACS, Trustee)
VS.) CAUSE NO. 12773
FLETCHER AMERICAN)
NATIONAL BANK)

Comes now, this .....day of February, 1931, M. A. Isaacs, the plaintiff in the above entitled cause, and files in open Court his appeal bond in the sum of Five Hundred ($500.00) Dollars, with the Standard Surety & Casualty Company of New York, which amount and surety was fixed and approved by the Court heretofore, to-wit: on the 24th day of December, 1930, at the time of the granting of the appeal, in said cause, which appeal bond and approval of the Court thereon, are in the words and figures following, to-wit: (H.I.). Charles V. Sears Special Judge

FEDERAL CHEMICAL CO.)
VS) # 13057
CHARLES M. ROARK)
JOHN A. HAWKINS)

Comes now the defendant, Charles M. Roark, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

NICKEL PLATE LUMBER CO.)
VS) # 13154
F. D. JACKS, ET AL.)

Comes now the defendant, Brandt C. Downey, Receiver Washington Bank and Trust Company, by counsel, and files petition to make complaint more specific, which petition is in the words and figures following, to-wit: (H.I.).

CLARA A. GILBERT AS ADMIN-)
ISTRATRIX OF THE ESTATE OF)
CLARENCE A. GILBERT, DECEASED.)
VS) # 12990
ELWOOD POLLOM.)

Come now the parties, by counsel, and this cause being at issue, the sheriff of this Court is ordered to bring into open Court the following jurors for jury service, to-wit: Charles Larsh, Harry Blair, Atlas Gore, Lester Denny, Chester Watson, Benjamin F. Helm, Paul R. Martin, Claude Dailey, Curtis Stewart, Morton West, Will Harrison and Oscar Whitaker, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

And after the taking of a part of the evidence, the jury is permitted to separate after being properly instructed by the Court as to their conduct during their separation, until 9:00 o'clock A.M., Thursday, February 19th, 1931.

And court adjourned until 9:00 o'clock A.M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, February 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7118
CHARLES FISHER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant herein. Bond fixed at $1000.00.

CLARA A. GILBERT, AS ADMIN-)
ISTRATRIX OF THE ESTATE OF)
CLARENCE A. GILBERT, DECEASED)
)
VS # 12990
ELWOOD POLLOM)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of the evidence is continued and concluded.

The jury is now permitted to separate until 9:00 o'clock A.M., Friday, February 20th, 1931, under proper instructions touching their conduct during their separation.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13144
SAMUEL JORDAN, ET AL.)

Comes now the defendant, Capital Securities Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

EVA FORD)
VS) # 13123 Judgt. vs Deft. for $1200.00 and Costs.
INTERSTATE PUBLIC) J. D. 15, Page 220.
SERVICE COMMISSION)

Come now the parties, by counsel, and the Court renders judgment on the verdict of the jury heretofore returned.

It is, therefore adjudged and decreed by the Court that the plaintiff have and recover of and from the defendant, Interstate Public Service Commission, the sum of $1200.00, together with her costs of this action, taxed at_____ dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, February 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GEORGE M. BARNARD, REC.)
FOR TUXEDO STATE BANK)
VS) # 12943
)
ROY E. CASTETTER,)
LONDON & LANCASHIRE IN-)
DEMNITY COMPANY OF)
AMERICA)

Come now the respective parties hereto, by their respective counsel, and the defendants separately present his and its bill of exceptions containing the evidence in this cause, and ask that the same be filed as a paper and as a part of the proceedings in said cause.

And now the present Judge declines to act on said bill of exceptions due to the fact that he was of counsel for the defendants up until the first day of January, 1931, when he assumed his duties as Judge of said court, and by agreement, Archie J. Kahl is appointed Special Judge to settle said bill of exceptions of the evidence, who does now duly qualify in words and figures as follows, to-wit:

The State of Indiana, County of Hendricks, Sct:

I, Archie J. Kahl, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of George M. Barnard, Receiver of Tuxedo State Bank against Roy E. Castetter, et al, so help me God.

Archie J. Kahl

Subscribed and sworn to this 20" day of Feb. 1931 before me, Clerk of said Court.

Frank Tucker
Clerk Hendricks Circuit Court.

And the Court, having seen and inspected said bill of exceptions, finds that the same contains all the evidence given in said cause, and that it is the same bill of exceptions containing the evidence in said cause which was heretofore allowed and signed by the Special Judge of this Court, appointed as aforesaid.

It is therefore ordered by the Court that said bill of exceptions be and the same is now filed as a part of the record in this cause. All of which is accordingly done on this, the 20" day of February, 1931, which said bill of exceptions of the evidence so ordered filed, and filed, is in the words and figures following, to-wit:(H.I.).

Archie J. Kahl
Special Judge.

CLARA A. GILBERT, AS ADMIN-)
ISTRATRIX OF THE ESTATE OF)
CLARENCE A. GILBERT, DECEASED)
VS) # 12990
ELWOOD POLLOM)

Come now the parties, by counsel, and the jury is again brought into open Court and after hearing all of the evidence and before the argument

of counsel are heard, the plaintiff tenders instructions numbered from one to eighteen and the defendant tenders instructions numbered from one to twenty-four inclusive, and each requests the Court to indicate in writing thereon what instructions must be given, and which refused. And the Court before argument indicates the instructions given and those refused.

And now the arguments of counsel having been concluded, the Court now instructs the jury in writing and gives of the instructions tendered by the plaintiff instructions numbered 2, 7, and 18, to the giving of each of which the defendant objects and excepts. And the Court refuses to give of the instructions tendered by the plaintiff instructions numbered 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, to the refusal of each of which the plaintiff objects and excepts. And of the instructions tendered by the defendant the Court gives instructions numbered 3, 4, 5, 17, 18, 20, 21, 22, 23 and to the giving of each of which the plaintiff at the time objects and excepts. And the Court refuses to give of said instructions tendered by the defendant instructions numbered 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19 and 24 to the refusal of each of which the defendant objects and excepts. And the Court now gives of its own motion instructions numbered one to nine inclusive, to the giving of each of which the plaintiff and defendant each separately and severally object and except.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the Jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13182
C. L. DYERS)
ALVA HARVEY)

Comes now the plaintiff, by counsel, and files verified petition for temporary restraining order, together with bond, which petition and bond are in the words and figures following, to-wit: (H.I.).

The Court having examined said petition and bond and being sufficiently advised in their premises, does now approve the same, and orders said temporary restraining order issued, and said cause is set for hearing, February 25th, 1931, at 9:00 o'clock A.M.

And court adjourned until 9:00 o'clock A. M. Saturday,

Record read and signed in open Court.

A. J. Stevenson, Judge.

Saturday Morning, February 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JAMES R. DIVEN)
VS) # 12943
THE RED CAB CO.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

EARL PEFLEY)
VS) # 12037 Judgt. vs Pltf. for Costs.
JOHN W. PRITCHETT) J. D. 15, Page 220.

Come now the parties, by counsel, and this cause being at issue, 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 evidence in the case, and being duly advised, finds for the defendant, and that the defendant now has no property subject to execution. The plaintiff is ordered to pay the costs of this action.

It is, therefore, considered and adjudged by the Court the plaintiff, Earl Pefley, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

CLARA A. GILBERT AS)
ADMINISTRATRIX OF THE)
ESTATE OF CLARENCE A.)
GILBERT, DECEASED.)
VS) # 12990
ELWOOD POLLOM)

Come now the parties, by counsel, and the jury having deliberated until after 9:00 o'clock P.M., returns a verdict in writing, and after sealing the same, said jury is permitted to separate.

The said sealed verdict is brought into open Court and in the presence of counsel for the plaintiff and for the defendant, said verdict is opened, which verdict is in the words and figures following, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

CLARA A. GILBERT, as)
Administratrix of the)
Estate of Clarence A.)
Gilbert, deceased.)
vs)
ELWOOD POLLOM)

We, the jury, find for the plaintiff, and assess her damages in the sum of $ 3500.00 .

Chas. W. Larsh
Foreman

THE NATIONAL REFINING COMPANY)
VS)# 13167 Judgt. vs Deft. for $134.50 and Costs.
JOHN D. HAMILTON,) J. D. 15, Page 220.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendan has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff and that allegations of plaintiff's complaint are true and that there is due plaintiff on the account sued upon the sum of $134.50, which amount the plaintiff is entitled to have and recover of and from the defendant, John D. Hamilton, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, John D. Hamilton, the sum of $134.50, together with the costs for this action, taxed at _____ dollars and _____ cents.

MARY D. KURTZ)
VS) # 12215
LYELL KURTZ)

Come now the parties, by counsel, and A. J. Stevenson, regular judge, having been of counsel, does now decline to act as judge of this cause, and by agreement of parties, the Court does now appoint Charles V. Sears as special judge, who now appears, accepts said appointment, and qualifies as such, which qualifications are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
Jan. Term, 1931.

Mary D. Kurty)
AGAINST) No. 12215
Lyell Kurtz)

I, A. J. Stevenson, Judge of said Court, by reason of having been of counsel in this case in former proceedings, do hereby appoint Chas. V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Judge Hendricks Circuit Court

Feb. 21 1931

The State of Indiana, County of Hendricks, Sct:

I, Chas. V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Mary D. Kurtz against Lyell Kurtz so help me God.

Charles V. Sears

Subscribed and sworn to this 21" day of Feb. 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk

Clerk Hendricks Circuit Court

The petition is presented to the Court for trial, finding and decree without the intervention of the jury.

And the Court having heard the evidence in this cause, this cause is now continued until February 25th, 1931.

Charles V. Sears, Special Judge

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, February 23rd, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ROBERTSON MUSIC HOUSE)

VS) # 12139 Judgt. vs Pltf. for Costs.

EMMA HOLY) J. D. 15, Page 220.

IRA M. HOLMES)

Comes now the plaintiff, by counsel, and upon its motion this cause is now dismissed, at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Robertson Music House, is ordered to pay the costs of this action, taxed at _____ dollars and _____ ____cents.

THOMAS F. McMURRAY)

VS) # 12404 Judgt. vs Pltf. for Costs.

EDWIN E. ORR) J. D. 15, Page 221.

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed, at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Robertson Music House, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA)

vs) # 7082

)

Comes now Arny M. Watkins, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, and files written dismissal of the charges against the defendant herein, which written dismissal is in the words and figures following, to-wit: (H.I.).

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby nollied.

THE STATE OF INDIANA)

VS) # 7105

HERMAN SHUMAKER)

Comes now Arny M. Watkins, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, and files written dismissal of the charges against the defendant herein, which written dismissal is in the words and figures following, to-wit: (H.I.).

It is, therefore, considered and adjudged by the Court that th s cause be and the same is hereby nollied.

Monday, February 23rd, 1931, and the 43rd day of the January Term, 1931.

GRAND AND PETIT JURORS, DRAWN FOR THE MARCH TERM, 1931.

BE IT REMEMBERED, That on the 23rd day of February, 1931, Fred H. Stewart, one of the duly appointed, qualified and acting Jury Commissioners of this Court appear at the office of the Clerk of the Hendricks Circuit Court and the Clerk drew from the Jury Box the names of the following persons for Grand Jury service at the March Term, 1931, of this Court, viz:

William Everitt	Brown Township
Walter Kellum	Guilford Township
Rollie Profitt	Eel River Township
Alva Edmonson	Liberty Township
Murat Keeney	Middle Township
Merrill Denny	Lincoln Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury Service for the March Term, 1931, of this Court, viz:

1.	Chas. Zimmerman	Eel River Township	16.	Jube Terrill	Franklin Township
2.	Dan Mahoney	Eel River Township	17.	John Lux	Washington Township
3.	Wallace E.Christie	Clay Township	18.	Bert Henderson	Lincoln Township
4.	Claude Jordan	Brown Township	19.	H. J. Woody	Middle Township
5.	Oliver Walker	Eel River Township	20.	Walter Moon	Guilford Township
6.	Ross Brickert	Center Township	21.	Alva Ford	Eel River Township
7.	Neal Disney	Center Township	22.	Dale Purlee	Guilford Township
8.	J. S. Jones	Liberty Township	23.	Lewis Johnson	Washington Township
9.	Frank Canary	Liberty Township	24.	W. S. Simmons	Washington Township
10.	John Crosby	Center Township	25.	Earl Brunes	Brown Township
11.	Ernest Tinder	Center Township	26.	William Kenney	Brown Township
12.	Martin F. King	Middle Township	27.	C. L. Mendenhall	Guilford Township
13.	Floyd Lininger	Center Township	28.	William Richardson	Lincoln Township
14.	Charles Stanley	Middle Township	29.	Ralph Snyder	Union Township
15.	Gene Ratcliff	Eel River Township	30.	Orian Merritt	Washington Township

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court

A. J. Stevenson, Judge.

Tuesday, February 24th, 1931, and the 44th day of the January Term, 1931.

Tuesday Morning, February 24th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

QUILL VOSSLER & DENNIS)
TRUCKING COMPANY, INC.)
VS) # 11984 Judgt. vs Pltf. for Costs.
OLIVER J. SERBER, ET AL.) J. D. 15, Page 221.

The Court upon its own motion does now dismiss this cause for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now dismissed for want of prosecution, and the plaintiff, Quill Vossler & Dennis Trucking Company, Inc., is ordered to pay the cost of this action, taxed at _____ dollars and _____ cents.

ROLAND FITCH, ET AL.)
VS) # 11990 Judgt. vs Pltfs. for Costs.
LOSEY-NASH MOTOR CO.) J. D. 15, Page 221.

The Court upon its own motion does now dismiss this cause for want of prosecution at the cost of the plaintiffs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now dismissed for want of prosecution, and the plaintiffs, Roland H. Fitch and Roy A. Potts, a partnership doing business under the name of the Fitch-Potts Motor Car Company, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

EDDIE D. THIXTUN)
VS) # 12024 Judgt. vs Pltf. for Costs.
CECIL V. MODDOX, ET AL) J. D. 15, Page 221.

The Court upon its own motion does now dismiss this cause for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now dismissed for want of prosecution, and the plaintiff, Eddie D. Thixtun, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

STATE SAVINGS AND TRUST)
COMPANY)
VS) # 12048 Judgt. vs Pltf. for Costs.
HENRY M. HUSSEY, ET AL.) J. D. 15, Page 222.

Comes now the plaintiff, by counsel, and upon its motion, this cause is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, State Savings and Trust Company, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

JOHN CASADY)
VS) # 12254 Judgt. vs Pltf. for Costs.
ANNA L. CASADY, ET AL) J.D. 15, Page 222.

It appearing to the Court that this cause has been settled, the Court does now dismiss the same for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, John Casady, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

JOHNS-MANVILLE CORP.)
VS) # 12466 Judgt. vs Pltf. for Costs.
OTIS KIRTLEY) J. D. 15, Page 222.

It appearing to the Court that this cause has been settled, the Court does now dismiss the same for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Johns-Manville Corp., is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HAROLD C. McGREW CAMP)
VS) # 12488 Judgt. vs Pltf. for Costs.
GAIL GIPSON, ET AL.) J. D. 15, Page 222.

It appearing to the Court that this cause has been settled, the Court does now dismiss the same at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Harold C. McGrew Camp, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

HERBERT O. TUDOR)
VS) # 12583 Judgt. vs Pltf. for Costs.
GEORGIA C. TUDOR) J.D. 15, Page 223.

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Herbert O. Tudor, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WILLIAM MORTON SNIDER)
VS) # 12593 Judgt. vs Pltf. for Costs.
HARRY M. ELDER, ET AL.) J. D. 15, Page 223.

It appearing to the Court that this controversy has been settled, the Court does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered, and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, William Morton Snider, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HORACE L. HANNA, RECEIVER)
CITIZENS STATE BANK, PLAINFIELD,)
INDIANA.)
VS) # 12594 Judgt. vs Pltf. for Costs.
EVERETT F. McKEE) J. D. 15, Page 223.
GRANCE McKEE)

It appearing to the Courr that this cause has been settled, the same is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Horace L. Hanna, Receiver Citizens State Bank, Plainfield, Indiana, is ordered to pay the Costs of this action, taxed at _____ dollars and _____ cents.

EVA FORD)
VS)# 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Comes now the defendant, by counsel, and files motion for new trial of this cause, which motion is in the words and figures following, to-wit: (H.I.).

CLAUDE W. GLADDEN)
VS) # 12930
E. J. WARD)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

BERTHA COX)
VS) # 13089
BUSINESS FURNITURE)
REALITY CORP., ET AL.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, A CORPORATION.	)	Action on Note and for Foreclosure of Real Estate Mortgage.
vs	) # 12912	
JOSHUA C. THOMPSON, MARY E. THOMPSON, his wife, EDGAR C. THOMPSON, BEATRICE THOMPSON, his wife, CLYDE H. THOMPSON, EDITH THOMPSON, his wife, OSCAR R. THOMPSON, MARIE THOMPSON, his wife, CARRIE V. TINSLEY, JOHN S. TINSLEY, her husband, DONNA F. THOMPSON, unmarried, DARLINGTON STATE BANK, A CORPORATION, WILL L. STUMP LIQUIDATING AGENT FOR THE DARLINGTON STATE BANK, YANCY N. NEW, MARIE OPAL NEW,	)	Judgt. vs Defts. Wm. L. Stump Liquidating Agent of Darlington State Bank, and Darlington State Bank for $9304.45 and Costs. J.D. 15, Page 223. Judgt. vs Defts. Dean Wehner & Kezia Wehner for $500.00 and Costs. J.D. 15, Page 224.

his wife, FARMERS BANK OF HAZELWOOD,)
A CORPORATION, FIRST NATIONAL BANK)
A CORPORATION, OF DANVILLE, INDIANA.)
DEAN WEHNER, KEZIA WEHNER AND)
BENJAMIN C. EVANS.)

Comes now the plaintiff by its attorneys, Howard A. Sommer, and Otis E. Gulley, and come now the defendants, Dean Wehner and Kezia Wehner by Charles H. Heaton and Clark & Kahl their attorneys, and Benjamin C. Evans, by George L. Brubaker his attorney, and the plaintiff the Mutual Benefit Life Insurance Company by its attorneys, now submits to the court the summons heretofore issued by the Clerk of this Court, together with the sheriffs' returns thereon, which summons and sheriffs' returns are in the words and figures as follows, (H.I.)

And the court having seen and examined said summons and returns and being duly advised in the premises, now finds that the defendants, Joshua C. Thompson, Mary E. Thompson, his wife, Oscar R. Thompson, Marie Thompson, his wife, Carrie V. Tinsley, John S. Tinsley, her husband Darlington State Bank, a corporation, Will L. Stump, liquidating agent for the Darlington State Bank, Yancy N. New, Marie Opal New, his wife, Farmers Bank of Hazelwood, a corporation, First National Bank, a corporation of Danville, Indiana, Dean Wehner and Kezia Wehner have been duly served with process of this court more than ten days prior to the return day thereof as fixed by plaintiff by endorsement on its complaint and as fixed in the said summons, and the said defendants, Joshua C. Thompson, Mary E. Thompson, his wife, Oscar R. Thompson, Marie Thompson, his wife, Carrie V. Tinsley, John S. Tinsley, her husband, Darlington State Bank, a corporation, Will L. Stump liquidating agent for the Darlington State Bank, Yancy N. New, Marie Opal New, his wife, Farmers Bank of Hazelwood a corporation, First National Bank, a corporation, of Danville, Indiana, failing to appear are now three times audibly called in open court, but come not and herein wholly make default.

And it further appearing to the court that the defendants, Edgar C. Thompson, Beatrice Thompson, his wife, Clyde H. Thompson, Edith Thompson, his wife, and Donna F. Thompson, unmarried are non-residents of the State of Indiana, and the plaintiff now files proof of publication of notice pursuant to the Statute showing that such defendants are duly notified of the pendency of this action by publication in a newspaper printed and published in the English Language and of general circulation in Hendricks County, State of Indiana, more than thirty days before the return day thereof. A copy of the said notice together with the publisher's proof thereof is in the words and figures as follows to-wit:-(H.I.)

And it further appearing to the court that the defendants Edgar C. Thompson, Beatrice Thompson, his wife, Clyde H. Thompson, Edith Thompson, his wife, and Donna F. Thompson, having failed to appear and answer to plaintiff's complaint are now three times audibly called in open court, but come not and herein wholly make default, and now defendants Dean Wehner and Keziah Wehner files answers in words and figures following, to-wit:- (here insert)

And this cause now being at issue upon the complaint, the answer of the defendants, Dean Wehner and Kezia Wehner and Benjamin C. Evans, upon the default of the remaining defendants and now on plaintiff's motion this 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 duly advised in the premises, now finds for the plaintiff that the material, allegations of plaintiff's complaint are true and that the defendants, Darlington State Bank and Will L. Stump as liquidating agent of

Darlington State Bank of indebted to the plaintiff in the sum of $8857.82 as principal and interest upon the promissory note and extension agreement in plaintiff's complaint described and for the additional sum of $442.89 as attorneys fees for the services of plaintiff's attorneys herein. And the further sum of $3.50 for the continuation of abstract of the title to the real estate described in plaintiff's said mortgage, which said advancement bears interest at the rate of 8% per annum from the 28th day of March, 1930, being in the amount of $3.74 which advancement was made for the protection of plaintiff's security as provided by the said mortgage according to the terms thereof, making a total indebtedness of $9304.45 now due and unpaid and owing to the plaintiff from the defendants, Darlington State Bank and Will L. Stump as liquidating agent of Darlington State Bank, on the promissory note, extension agreement, and mortgage sued upon and mentioned in plaintiff's complaint herein all of which is payable without relief from valuation or appraisement laws of the State of Indiana.

And the court further finds that the said sum of $9304.45 was secured by a mortgage upon the real estate described in plaintiff's complaint herein, and that said mortgage was made, executed and delivered by one Albert M. Thompson on the 20th day of February, 1923, and filed for record in the office of the Recorder of Hendricks County, in the State of Indiana, on the 24th day of February, 1923, at 10:00 o'clock A.M. and recorded in Book 77 of mortgages at page 457 of the Official Mortgage Records of said County, and by the terms of the said mortgage said mortgagor promised and agreed to pay the debt secured thereby and that the said sum should bear interest at the rate of 8% per annum from the date of judgment and that the said mortgage is the first and prior lien against the real estate described in plaintiff's complaint herein superior and prior to the liens, claims and demands of the defendants and each of them and the plaintiff is entitled to have the said mortgage foreclosed against each and all of the defendants herein and to have the said real estate sold to pay and satisfy the plaintiff's said claim.

The court further finds that a receiver has been appointed in this action to collect the rents, issues and profits of the said real estate, and to rent the said property, described in plaintiff's complaint, and the said receiver should be continued and should have charge of the said real estate and rent the same during the year allowed for redemption as in this proceeding heretofore ordered.

The court further finds for the cross-complainant, Benjamin C. Evans, and against the defendants, Dean Wehner and Kezia Wehner, that the allegations of the said cross-complaint are true and that the said cross-complainant is entitled to have and recover of and from said defendants, Dean Wehner and Kezia Wehner the sum of $500.00 for his damages herein which lien of said judgment should be junior to the lien of plaintiff by reason of the mortgage in its favor.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff, the Mutual Benefit Life Insurance Company, have and recover of and from the defendants, Darlington State Bank and Will L. Stump as liquidating agent of the Darlington State Bank and each of them the sum of $9304.45 with interest thereon at the rate of 8% per annum from this date until paid, together with costs of this action and accruing costs all without relief from valuation or appraisement laws of the State of Indiana, and that the said sum of $442.89 is for plaintiff's attorneys fees in this action.

It is further considered, ordered adjudged and decreed by the court that the cross-complainant Benjamin C. Evans, have and recover of and from the defendants, Dean Wehner and Kezia Wehner the sum of $500. as his damages said judgment to bear interest at the rate of 6% per annum from date hereof until paid.

It is further considered, ordered, adjudged and decreed by the court that the plaintiff's said mortgage, is the first, prior and best lien upon the real estate described in plaintiff's complaint, superior and prior to the liens, rights, or title of the defendants and each of them and that the said mortgage be foreclosed and the same is hereby foreclosed and barred against the defendants and each of them, and that the equity of redemption of the defendants, Joshua C. Thompson, Mary E. Thompson, his wife, Edgar C. Thompson, Beatrice Thompson, Clyde H. Thompson, Edith Thompson, his wife, Oscar R. Thompson, Marie Thompson, Carrie V. Tinsley, John S. Tinsley her husband, Donna F. Thompson, unmarried, Darlington State Bank, a corporation, Will L. Stump, as liquidating agent for the Darlington State Bank, Yancy N. New, Marie Opal New, his wife, Farmers State Bank of Hazelwood a corporation, First National Bank, a corporation, of Danville, Indiana, Dean Wehner, Kezia Wehner, and Benjamin C. Evans, and each all persons claiming by, through or under them, and each and every of them in and to said mortgaged real estate, be and the same is hereby barred and forever forclosed. Said real estate is situated in Hendricks County, State of Indiana, is more particularly described as follows, to-wit:-

The west half of the northwest quarter of section 2, township 16 north, range 2 west, except the right of way of the Indianapolis, Decatur & Western Railroad, Also, the east half of the northwest quarter of section 2, thownship 16 north, range 2 west, except 20 acres off of and across the entire south end thereof. Also, a part of the east half of the northwest quarter of section 2, township 16 north, range 2 west, beginning at a stone 9 chains and 94.6 links north of the southwest corner of the said east half quarter, and running thence east 12 chains and 73 1/3 links; thence south 2° west 4 chains and 60 links to the north line of the Indianapolis, Decatur & Western Railroad; thence northwest along the North line of said right of way to the west line of said east half quarter; thence north 1 chain and 16 2/3 links to the place of beginning, containing 3.67 acres, more or less.

It is further ordered, adjudged and decreed by the court that the real estate herein above described and all right, title interest and claims of the defendants, Joshua C. Thompson, Mary E. Thompson, his wife, Edgar C. Thompson, Beatrice Thompson, his wife, Clyde H. Thompson, Edith Thompson, his wife, Oscar R. Thompson, Marie Thompson, his wife, Carrie V. Tinsley, John S. Tinsley, her husband, Donna F. Thompson, unmarried, Darlington State Bank, a corporation, Will L. Stump liquidating agent for Darlington State Bank, Yancy N. New, Marie Opal New his wife, Farmers Bank of Hazelwood, a corporation, First Naional Bank, a corporation, of Danville, Indiana, Dean Wehner, Kezia Wehner and Benjamin C. Evans, and each of them and of all persons claiming, by, through or under them and any or either of them in and to the said real estate, or so much thereof as may be necessary for that purpose shall be sold by the sheriff of Hendricks' County, State of Indiana, as lands are sold on execution, the sale thereof to be made without any relief whatever from valuation or appraisement laws of the State of Indiana, the proceeds arising from said sale shall be applied as follows, to-wit:-

1. To the payment of all costs and accruing costs of this action, including the costs of sale.

2. To the amount found to be due upon plaintiff's complaint being the amount of the judgment rendered in favor of the plaintiff, to-wit: $9304.45 with interest thereon at the rate of 8% per annum from this date.

3. The over plus if any there be arising from the sale of the real estate above described, shall be paid by the sheriff to the Clerk of this court for the use of the person or persons lawfully authorized and entitled to receive the same.

It is further considered, ordered, adjudged and decreed by the court that in the event said real estate shall fail to sell for an amount sufficient to satisfy the judgment in favor of the plaintiff with interest thereon and costs and accruing costs, the residue of said judgment remaining unpaid, shall be levied and made of the goods and chattels, lands and tenements of the defendants, Darlington State Bank, and Will L. Stump, as liquidating agent for Darlington State Bank, and each of them subject to execution and that the sale thereof shall be made without relief from valuation or appraisement laws of the State of Indiana.

It is further ordered that the receiver John M. Smith, heretofore appointed in this action continue to act as such receiver during the year allowed for redemption as heretofore ordered or until further order of the court herein.

It is further ordered by the court that a duly certified copy of this decree under the hands of the Clerk and the seal of this court shall be sufficient authority for the sheriff to execute the same.

And court adjourned until 9:00 o'clock A.M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, February 25th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY D. KURTZ)
vs) # 12215 DECREE Judgt. vs Deft. for $6.00 per week.
LYELL KURTZ) J. D. 15, Page 224.

Comes now the plaintiff, by counsel, and comes also the defendant in person and this matter, being at issue, is now presented to the court. And the court, having heard the evidence and being duly advised in the matter, finds that since the filing of said petition the said defendant, Lyell Kurtz has paid into the Clerk of the Hendricks Circuit Court the sum of $155.00, being the amount due under the previous order of this court to February 17th, 1931, And the court further finds that the paying of said money into Court discharges the defendant from showing cause as to why he should not be punished for contempt of Court. The Court further finds for the plaintiff on her petition to modify said decree and finds that defendant should pay into Court the sum of $6.00 per week from and after February 25th, 1931. Said money is to be paid as stipulated in original order.

It is therefore ordered and decreed by the Court that the defendant be and he is hereby discharged from showing cause as to why he should not be punished for contempt of Court. It is further ordered by the Court that the defendant, Lyell Kurtz, shall pay into the Clerk of said Court the sum of $6.00 per week from and after February 25th, 1931, to be paid at intervals as stipulated in the original order in this cause, all of which is finally ordered, adjudged and decreed by the court.

Charles V. Reeves Special Judge

JAMES C. BLACK, EXECUTOR OF)
THE LAST WILL AND TESTAMENT) Judgt. vs Defts. for $4401.00 and Costs.
OF MARY V. LEWIS, DECEASED.) J.D. 15, Page 224.

VS) # 13030 Foreclosure of Mortgage.
WILLIAM H. MILLER, ET AL.)

Comes now the plaintiff, by counsel, and it appearing to the court by the summones herein, and the returns of the sheriffs endorsed thereon that all of the defendants, except John H. Ashly and Ida Ashly, his wife, has been served with process more than 10 days before the 13th day of September, 1930, being the date endorsed on plaintiff's complaint for the return day of summones thereon, which said summones and returns thereon are in the words and figures as follows, to-wit: (H.I.)

And now said defendants being 3 times audibly called in open court come not but herein wholly make default.

And the court having heard the evidence and being duly advised in the premises finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that there is due plaintiff, from the defendants, William H. Miller and Effie B. Miller, his wife, on the notes sued upon, the sum of $4101.00 as principal and interest and the further sum of $300.00 as attorney fee for plaintiff's counsel aggregating the total sum of $4401.00, which sum plaintiff is entitled to recover from the defendants, William H. Miller and Effie B. Miller, his wife,

together with the costs of this action, all without relief whatever from value or appraisement laws.

And the court further finds that said sum is secured by a mortgage upon the real estate described in plaintiff's complaint and that plaintiff is entitled to have said mortgage foreclosed as against all of said defendants and said real estate sold.

The court further finds that the defendants, Elmer E. Ross, Mary E. Ross and the Citizens State Bank of Jamestown, Indiana, has no claim on the real estate hereinafter described, and that the plaintiff's mortgage on said real estate is a first and prior lien on said real estate.

It is therefore, considered and adjudged by the court that the plaintiff have and recover of and from the defendants, William H. Miller and Effie B. Miller, his wife, the said sum of $4401.00 together with the costs of this action and all accruing costs without relief from valuation or appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of the defendants and each of them and of all the persons claiming from, under or through them in and to the real estate described in the complaint, lying and being in the County of Hendricks, state of Indiana, and described as follows, to-wit:

The northeast quarter of the southwest quarter of Section 15, Township 17, north Range 2 west; Also: a part of the south east quarter of the southwest quarter of Section 15, Township 17 north, Range 2 west, bounded and described as follows, to-wit: Beginning at the northeast corner thereof and running thence south 51¼ degrees west 2 chains and 41 links; thence 58 degrees west 4 chains and 50 links; thence south 44¼ degrees west 3 chains to the north bank of the creek; thence south 61½ degrees west 2 chains and 10 links; thence south 21 degrees west 1 chain and 50 links to the top of a large stone, thence south 1 chain and 38 links to a point witnesseth by a large stone, 1½ rods west of the Bluff; thence west to the west line of the quarter quarter; thence north to the northwest corner of said quarter quarter; thence east 80 rods to place of beginning; estimated to contain 16 acres, more or less. Also: a part of the southeast quarter of Section 15, Township 17 north, Range 2 west, bounded as follows; beginning at the north west corner of the said quarter and running thence south on the west line thereof 96 rods, thence east 44 rods; thence south 2 rods; thence east 44¼ rods to the center of the Jamestown and Danville Road; thence north 2 degrees west with said Road 39½ rods; thence north 14½ degrees west, still with the said Road 8 rods and 4 links; thence north 15½ degrees west 51 2/3 rods to the north line of said quarter Section; thence west on said north line to place of beginning.

be, and the same is forever barred and foreclosed and the said described real estate and all the right, title, interest and claim of said defendants and each of them and of all persons claiming from, under or through them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of said county of Hendricks, state of Indiana, as other lands are sold on execution, the sale to be without any 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 claims sued upon herein, being the amount of the judgment hereinbefore rendered together with interest from this date. Third. The over-plus if any there be, to 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.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest, costs and accruing costs the residue thereof, remaining unpaid, shall be levied of the goods and chattels, lands and tenements of said defendants, William H. Miller and Effie B. Miller, his wife, subject to execution, and the sale thereof shall be made without any relief whatever from valuation or appraisement laws.

GENERAL COURT ALLOWANCES FOR THE JAN. TERM, 1931.

Leonard R. Christie, Bailiff	$ 112.50
Frank Tucker, Clerk & Stamps	95.00
Lewis L. Pounds, Sheriff	90.00
Frances Hiatt, Court Reporter	250.00
Thelma Francis, Court Reporting	27.50
Fred Stewart, Jury Commissioner	6.00
The American Law Book Company	8.00
The Lawyers Co-Operative Publishing Company	32.50
William B. Burford Printing Company	12.50
Julian D. Hogate	53.50
Lewis L. Pounds, Sheriff, Return of Fugutives	196.20
Lewis L. Pounds, Sheriff, Returned Criminals to Testify	29.40
Zrimri E. Dougan, Special Judge.	30.00
Petit Jury:	
Charles Larsh	64.00
Harry Blair	54.00
Atlas Gore	76.80
Lee Kibby	25.80
Chester Watson	75.20
Paul Martin	38.50
Claude Daily	52.00
Curtis Stewart	51.00
Morton West	51.80
James Coble	35.20
Will Harrison	64.00
Oscar Whitaker	64.00
Benjeman F. Helm	36.00
Frank Fields	28.00
Gus Poer	18.60
Wendal Stockman	3.60
Lester Denny	22.20
Charles Robards	4.40
Jesse McIntyre	16.00
Thomas Durham	12.30
Forest Richwine	9.60
Peter (Eugene) Leuteritz	4.00
Arther Masten	4.50
Oscar Benbow	3.70
Charlie Martin	3.30
C. W. Horne	6.20
John Crosby	6.20
Feb. 6th 1931 J. M. Housman 13 meals @ 50¢ each	6.50
Feb. 9th 1931 E. D. Crawley 13 meals @ 50¢ each	6.50
Feb.20th 1931 East Side Restaurant 13 meals @ 50¢ each	6.50
Total Costs	$ 1,793.50

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 Court be continued to the March Term, 1931, of said Court.

And Court adjourned until Court in course.

Record read and signed in open Court.

A. J. Stevenson, Judge.

Monday, Morning, March 2nd, 1931.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the March Term, 1931, 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 2nd day of March, 1931, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
Arny M. Watkins, Prosecuting Attorney,
Lewis L. Pounds, Sheriff,
Frank Tucker, Clerk.

Whereupon, said Sheriff proclaimed said Court open, according to law, and the following proceedings were had, to-wit:

ELMER E. FLICKINGER)
VS) # 13094
CLYDE R. MASTEN)

Comes now the defendant, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

ANNA M. NICHOLSON)
VS) # 12945 Judgt. vs Pltf. for Costs.
ALLEN R. NICHOLSON) J. D. 15, Page 224.

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Anna M. Nicholson, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

LULA SIMMONS)
VS) # 12968 Judgt. vs Pltf. for Costs.
AMER J. SIMMONS) J. D. 15, Page 225.

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Lula Simmons, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GEORGE H. HENNING)
VS) # 11171 Judgt. vs Pltf. for Costs.
MICHAEL HESSION, ET AL) J. D. 15, Page 225.

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, George H. Henning, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

STELLA PHIPPS)
VS) # 11780 Judgt. vs Pltf. for Costs.
O. W. TERRELL) J. D. 15, Page 225.
W. H. TERRELL)

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Stella Phipps, is ordered to pay the costs of this action _____ dollars and _____ cents.

JOHN E. WOOD)
VS) # 12860 Judgt. vs Pltf. for Costs.
ANNETTIE WOOD, ET AL) J. D. 15, Page 225.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed at his cost.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, John E. Wood, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

CENTRAL TRUST COMPANY OF)
GREENCASTLE, INDIANA.)
VS) # 12913 Judgt. vs Pltf for Costs.
DANIEL W. TIBBS, JR., ET AL) J. D. 15, Page 226.

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Central Trust Company of Greencastle, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, March 3rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GAIL H. VAUGHN)
VS) # 12240
DELBERT VAUGHN)

Comes now the plaintiff, by counsel, and files petition for citation of defendant, which petition is in the words and figures following, to-wit: (H.I.).

The Court does now order notice for the defendant to appear and show cause on March 21st, 1931.

NETTIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ETC.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before March 10th, 1931.

GEORGE A. SHEEHAN)
VS) # 13139
JOHN P. SEARS)
ANCEL P. HARVEY, ETC.)

Comes now the defendant, John P. Sears, by counsel, and files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7119
BENJAMIN LARISON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant, in person and is now arraigned in open Court and for his plea to the charge contained in the affidavit, says that he is not guilty.

FEDERAL CHEMICAL COMPANY)
VS) # 13181 Judgt. vs Deft. for $102.25 and Costs.
L. C. DYER, WHOSE CHRISTIAN) J. D. 15, Page 226.
NAME IS UNKNOWN)

Comes now the plaintiff by Chas. V. Sears, its attorney, and produces and shows to the court the summons herein and the sheriff's return endorsed thereon, from which it appears to the court that the defendant has been served with process more than ten days before the 1st day of the present, the March Term, of this court, which said summons and return are in words and figures as follows, to-wit: (H.I.).

And now said cause coming on for trial the defendant, Leo C. Dyer, is by order of the court, in open court, by the sheriff three times loudly called but comes not, and herein wholly makes default.

And the court having heard the evidence, and being duly advised and informed in the premises, finds for the plaintiff and that the allegations of plaintiff's complaint are true, and that there is due plaintiff from said defendant on the note sued upon the sum of $77.25 of principal and interest, and the further sum of $25.00 as and for the services of plaintiff's attorney, a total sum of $102.25.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from said defendant, Leo C. Dyer, the said sum of One Hundred Two and 25/100 ($102.25) Dollars without relief, together with his costs of suit.

M. A. ISAACS, TRUSTEE)
VS) # 12773
FLETCHER AMERICAN)
NATIONAL BANK)

Comes now M. A. Isaacs, the plaintiff in the above entitled and numbered cause, and tenders and presents to the Court, the Honorable Charles V. Sears, Special Judge, presiding, his bill of exceptions No. 1, containing all of the evidence given in said cause, together with the objections thereto, motions relating thereto, rulings of the Court on all such objections and motions and exceptions to such rulings, which bill of exceptions is now, this.3d.day of March, 1931, within the time allowed, approved, signedand sealed by the Court, and is now filed in open Court and is ordered to be made a part of the record in this cause and is in the words and figures as follows: (H.I.)

Charles V. Sears
SPECIAL JUDGE, PRESIDING
Charles V. Sears

Charles V. Sears, Special Judge.

M. A. ISAACS, TRUSTEE)
VS) # 12773
FLETCHER AMERICAN)
NATIONAL BANK)

Comes now M. A. Isaacs, the plaintiff in the above entitled and numbered cause of action, and tenders and presents to the Court, the Honorable Charles V. Sears, Special Judge, presiding, his bill of exceptions No. 2, which bill of exceptions is now, this.3rd.day of March, 1931, within the time allowed so to do, approved, signed and sealed by the Court and is now filed in open Court and is ordered to be made a part of the record in this cause and is in the words and figures as follows; (H.I.).

Charles V. Sears
SPECIAL JUDGE, PRESIDING
Charles V. Sears

Charles V. Sears, Special Judge.

STATE OF INDIANA)
HENDRICKS COUNTY) ss; IN THE HENDRICKS CIRCUIT COURT
M. A. ISAACS, TRUSTEE,)
VS) CAUSE NO. 12773
FLETCHER AMERICA)
NATION BANK)

PRAECIPE FOR TRANSCRIPT

Tuesday, March 3rd, 1931, and the 2nd day of the March Term, 1931.

To the Clerk of the Hendricks Circuit Court:

You are hereby directed to prepare a transcript of the entire record, for appeal to the Appellate Court of Indiana in the above entitled and numbered cause, to-wit: M. A. ISAACS, Trustee, v. FLETCHER AMERICAN NATIONAL BANK, NO. 12773, in which final judgment was rendered on the 16th day of September, 1930.

You will incorporate therein also, without copying, the plaintiff's original Bills of Exceptions, numbered one (No. 1), and two (No. 2), respectively; also the orders of the Hendricks Circuit Court of July 5th and September 1st, 1930, respectively, showing the adjournment of said Court for vacation and the reconvening thereof the first Monday of September.

Bernard Stroyman

Bernard Stroyman,
Sol H. Esarey,
Otis E. Gulley,
Attorneys for plaintiff-M.A. Isaacs

And court adjourned until 9:00 o'clock A.M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, March 4th, 1931, and the 3rd day of the March Term, 1931.

Wednesday Morning, March 4th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

IMPANELLING THE GRAND AND PETIT JURY FOR THE MARCH TERM, 1931.

The Clerk of this Court ordered issue venire for the Jurors of Grand and Petit Jury, and ordered them to report at the Court House in the town of Danville, Indiana, at the hour of 9:00 o'clock A.M. of Thursday, March 5th, 1931, for jury service.

THE STATE OF INDIANA)
VS) # 7066
)

Comes now the defendant, by counsel, and files motion to quash writ of warrant and return of arrest, which motion is in the words and figures, following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7067
)

Comes now the defendant, by counsel, and files motion to quash writ of warrant and return of arrest, which motion is in the words and figures, following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7068
)

Comes now the defendant, by counsel, and files motion to quash writ of warrant and return of arrest, which motion is in the words and figures, following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7069
)

Comes now the defendant, by counsel, and files motion to quash writ of warrant and return of arrest, which motion is in the words and figures, following, to-wit: (H.I.).

ROBERT W. BRYANT)
VS) # 13055 ORDER OF FINAL REPORT
AGNEW-BRYANT CHEVROLET CO.)

Comes now Fred H. Stewart, Receiver, and submits the following, his account and vouchers, in final settlement of said trust in words and figures as follows, to-wit: (H.I.) showing that he has recuded all of the assets of said trust to cash, and is chargeable on account thereof with a balance of $887.80.

Wednesday, March 4th, 1931, and the 3rd day of the March Term, 1931.

And the court, having examined said report, now in all things approves the same, and orders said Receiver to pay into the court the said balance so in his hands which he accordingly now does.

And the clerk of this court is ordered to distribute said sum so paid into the court pro rata among the creditors of said receivership, whose claims have been allowed, as shown by a list thereof filed with and made a part of said report; said clerk is further directed to spread said list of claims of record, noteing thereon the dividends payable to said creditors respectively, and make distribution thereof to said creditors.

And the court now orders that said receiver be and he is hereby released and finally discharged, and said receivership adjudged finally administered upon and finally closed and determined.

Claims	Amount of Claim	Percent Paid
1. Indiana Cash Drawer Co.	$ 35.00	$ 8.75 ✓
2. Dura-Products Mfg. Co.	85.50	21.37 ✓
3. Buttonless Tire Cover Co.	28.50	7.12 ✓
4. Mac's Corner Sales Co.	9.00	2.25
5. Julian D. Hogate	73.50	18.37 ✓
6. Central Rubber & Supply Co.	6.59	1.65
7. Stanley Bryant	24.00	6.00 ✓
8. R. W. Bryant	761.00	190.25 ✓
9. Avis O. Vincent	1000.00	250.00 ✓
10. Indiana Bell Telephone Co.	100.21	25.05
11. Anderson Bros. Consolidated Companies, Inc.	35.82	8.95 ✓
12. Auto Equipment Co.	7.00	1.75
13. The Gazette	59.45	14.86 ✓
14. Allied Truck Equipment Co.	19.15	4.79
15. Indiana Electric Corp.	42.86	10.71 ✓
16. Twentieth Centry Mfg. Co.	2.75	.69
17. L. W. Holley & Sons Co.	20.97	5.24
18. B. F. Goodrich Rubber Co.	281.36	70.34 ✓
19. Martin-Parry Corp.	164.23	41.06 ✓
20. Duco Corpl of Indiana, Inc.	27.27	6.82 ✓
21. J. Herbert Winn	50.00	12.50
22. Consumers Paper Co.	24.32	6.08
23. Indiana Wheel & Rim Co.	5.10	1.27 ✓
24. Hughes Brothers	4.90	1.23
25. Jumbo Equipment Co., Inc.	51.50	12.87 ✓
26. E. W. Showalter & Co.	12.00	3.00
27. United Motors Service, Ind.	135.99	34.00 ✓
28. Hare Chevrolet Co.	39.16	9.79
29. Danville Vulcanizing Co.	2.50	.63 ✓
30. Harry G. Sargent Pain Co.	28.40	7.10
31. Danville Corp.	5.35	1.34 ✓
32. Defiance Spark Plugs	7.90	1.97
33. First National Bank, Plainfield	400.00	100.00 ✓
	$3551.28	$887.80

Wednesday, March 4th, 1931, and the 3rd day of the March Term, 1931.

RECEIPTS:

1. July 11-1931 - Recd $8.75 herein distributive share of Indiana Cash Drawer Co. Indiana Cash Drawer Co., by Fred H. Stewart
2. April 1st, 1931 - Recd $21.37 herein distributive share of Dura-Products Mfg. Co. Dura-Products Mfg Co by Harvey F. Seaman Atty
3. April 1st, 1931 - Recd $7.12 herein distributive share of Buttonless Tire Cover Co. Buttonless Tire Co. by Harvey F. Seaman Atty
4. May 19-1933. Recd $2.25 herein distributive share of Mac's Corner Sales Co. by H Crowder atty
5. March 7th, 1931, Received $18.37 distributive share J D Hogate
6. May 31-1933 Recd $1 65/100 distributive share herein - Central Rubber Supply Co. by H Crowder atty.
7. March 7th, 1931 - Rec'd. $6.00 herein distributive share for Stanley Bryant. Stanley Bryant By R W Bryant
8. March 7th, 1931 - Rec'd. $190.25 herein my distributive share. R W Bryant
9. March 7th, 1931 - Rec'd. $250.00 herein distributive share for Avis A. Vincent. Avis O Vincent By R W Bryant
10. April 11th, 1932 - Recd $25.05 herein distributive share for Ind. Bell Telephone Co. Indiana Bell Tel. Co by Forest Walton
11. April 2nd 1931 - Recd $8.95 herein distributive share of Anderson Bros Consolidated Companies, Inc.
12. Anderson Bros Cons Inc by Bamberger & Feibleman per Douglas D. Brown.
13. May 31-1933 - Recd $1 75/100 distributive share herein - Auto Equipment Co by H Crowder atty
14. April 20 - 1931 - Recd 14 85/100 herein distributive share of Gazette. Allen Hall Allied Truck Equipment Co. By Fred H. Stewart
15. Jan 28-1932 - Recd $ .79 herein distributive share herein.
16. March 9-1931, Recd $10.71 distributive share of Indiana Electric Corp. Indiana Elect Corp By Jennie Murray Cashier
17. Sept. 21-1933 Sent Ck. #2656 for $.69 to Iowa Adjustment Co. - Frank Tucker, clerk.
18. Feb. 5-1932 - Sent $5.24 to L. W. Holley & Sons Co. - check #1834 - Frank Tucker, clerk
19. April 2nd 1931 - Recd $70.34 herein distributive share of B. F. Goodrich Rubber Co. B.F. Goodrich by Bamberger & Feibleman per Douglas D. Brown.
20. May 16 - 1931 - Rubber Co. Recd $41 06/100 distributive share herein - Martin-Parry Corp. By Fred H Stewart.
21. May 9-1931 - Recd $6 75/100 share of Duco Corp. of Indiana, Inc. - Duco Corporation of Indiana Inc. By Harvey F. Seaman Atty
22. June 9-1933 Recd $12.50 share of J. Herbert Winn herein. J Herbert Winn by H Crowder Atty.
23. May 19-1933 Recd $6.08 share of Consumers Paper Co. - by H Crowder Atty.
24. Aug. 31-1931 Recd $1 27/100 share of Ind. Wheel & Rim Co. - Fred H Stewart.
25. Dec. 16, 1931 Recd $1 27/100 my share herein. - Hughes Bros By D. H. Hughes
26. June 20-1931. Recd $12.87 herein distributive share of Jumbo Equipment Co, Inc. Jumbo Equip Co Inc. By H Stewart
27. Jan. 12-1933. Recd $3.00 distributive share herein - E. W. Showalter & Co. by Minnie E. Dougherty Atty
28. July 8-1931 - Recd $34.00 distributive share herein - United Motor Service Inc. By H C Wright
29. June 10-1932 - Recd $9 79/100 distributive Share herein - Hare Chevrolet Co By Frank H Smith atty In fact.
30. May 25-1931 - Recd $6.30 herein distributive share of Danville Cleaning Co
31. Apr 22-1933 - Recd $7 10/100 distributive share herein. Harry G Sargent Paint Co by H Crowder atty. Danville Vulcanizing Co R.S. Bidwell
32. April 11-1931 - Recd $1 27/100 herein distributive share of Danville Corp. Danville Corporation By J. V. Cook Treas
33. May 14-1931 - Recd $100.00 distributive share herein - First Nat Bank Plainfield Ind by C E Rice Cashier

And court adjourned until 9:00 o'clock A. M. Thursday,

Record read and signed in open court.

C. J. Stevenson, Judge.

Thursday Morning, March 5th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE UNION CENTRAL LIFE)
INSURANCE COMPANY.)
VS)# 13179
CATHERINE B. SHEETS, ET AL)

Comes now the defendant, Wabash Valley Electric Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

ALMA KATHERINE HUFF)
VS) # 13028
HARRY BULLOCK)
FRANCES LEROY BULLOCK ET AL)

Comes now the plaintiff, by counsel, and files amended petition for partition and for quiet title, which petition is in the words and figures following, to-wit: (H.I.). Comes also the defendant, Thomas P. Bullock, by counsel, and files waiver of service of summons, which waiver of service of summons is in the words and figures following, to-wit: (H.I.).

GEORGE A. SHEEHAN)
VS)# 13139
JOHN P. SEARS)
ANCEL P. HARVEY, ET AL)

Come now the parties in person and by counsel, and the Court overrules defendant's motion for continuance on statement of plaintiff admitting that testimoney set out in motion would be given by witness as the truth.

This cause being at issue, the sheriff of this Court is ordered to bring into open Court the following jurors for jury service, to-wit: William Osborne, J. O. Tinder, Horace H. Allen, John Crosby, Ernest Tinder, Frank Canary, J. S. Jones, Gene Ratcliff, John Lux, Martin F. King, Ross Brickert and C. W. Horne, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

And after hearing a part of the evidence, the jury is permitted to separate under proper instructions as to their conduct during their separation, until 9:00 o'clock A. M., March 6th, 1931.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, March 6th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WHITE STAR OIL COMPANY)
VS) # 12861 Judgt. vs Pltf. for Costs.
RUTH S. COLEMAN) J. D. 15, Page 226.
MORTON GIBBS)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, White Star Oil Company, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

MAMIE LAITEN)
VS)# 12987 Judgt. vs Pltf. for Costs.
FLORENCE S. PELLETREAU) J. D. 15, Page 226.

On it appearing to the Court that the plaintiff's present residence is unknown, this cause is now dismissed by the Court for want of prosecution, at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Mamie Laiten, be and she is hereby ordered to pay the cost of this action, taxed at _____dollars and _____ _____cents.

LILLIAN BAILEY)
VS)# 13121
JOHN P. CARR)

Comes now the defendant, by counsel, and files motion for a new trial, which motion is in the words and figures following, to-wit: (H.I.).

GEORGE A. SHEEHAN)
VS) # 13139 Judgt. vs Pltf. for Costs.
JOHN P. SEARS) J. D. 15, Page 227.
ANGEL P. HARVEY, ETC.)

Come now again the parties in person and by counsel, and the jury is again brought into open Court, and the taking of further evidence is continued.

And now in open Court and before the completion of the taking of evidence, the plaintiff moves to dismiss this cause of action. And the Court being sufficiently advised, does now sustain said motion, and this cause of action is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, George A. Sheehan, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.
A. J. Stevenson ,Judge.

Saturday Morning, March 7th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the plaintiff, by counsel, and files motion to strike out special answer of Amanda O. Castetter, which motion is in the words and figures following, to-wit: (H.I.).

O. J. LARKIN)
VS) # 12887
JEREHIAH HADLEY, ET AL)

Comes now the plaintiff, by counsel, and files motion to strike out special answer of Amanda O. Castetter, which motion is in the words and figures following, to-wit: (H.I.).

NETTIE B. HELMS)
VS)# 12960
LAFAYETTE A. JACKSON, ETC.)

Comes now the defendant, by counsel, and files motion to strike out parts of amended complaint, which motion is in the words and figures following, to-wit: (H.I.).

LINGEMAN & LINGEMAN, ETC.)
VS)# 12954
S. HERBERT ESSEX)
FLETCHER JOINT STOCK LAND BANK)

Comes now the plaintiff, by counsel, and action is deferred until March 17th, 1931, pending tender of an answer.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, March 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARION FINANCE CO.)
VS) # 12608 Judgt. vs Pltf. for Costs.
LLOYD BROWN) J. D. 15, Page 227.

It appearing to the Court that this cause having been set for trial and the plaintiff having failed to appear, the same is now dismissed by the said Court for want of prosecution at the plaintiff's cost..

It is, therefore, considered and adjudged by the Court, that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Marion Finance Co., is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

J. HARRY MILES)
VS) # 13132 Judgt. vs Defts. for $ 215.00 and Costs.
H. B. DURBIN AND _____) J. D. 15, Page 227.
DURBIN, HIS WIFE, WHOSE)
CHRISTIAN NAME OR NAMES IS)
TO THE PLAINTIFF UNKNOWN.)

Comes now the plaintiff, in the above entitled cause, and it appearing to the court by the summons and the endorsement of the Sheriff thereon that the defendants were served with process for more than 10 days before the 29th day of December, 1930, being the return date endorsed upon plaintiff's complaint, which summons and return thereof are in the words and figures as follows, to-wit: (H.I.).

And now the defendants, being 3 times audibly called, come not but herein wholly make default. And this case is submitted for trial, finding and decree upon said default.

And the court being duly advised in the premises finds that the allegations of plaintiff's complaint are true, and that he is the owner and entitled to the immediate possession of the real estate described in the complaint.

The court further finds that the defendant unlawfully holds the possession of said real estate and has wrongfully kept plaintiff out of the possession of the same.

The court further finds that defendants are indebted to the plaintiff in the sum of $87.00 for rent and that the plaintiff is entitled to recover said sum from said defendants together with his costs in this action.

It is, therefore, ordered, adjudged and decreed by the court that the plaintiff is the plaintiff is the owner in fee simple of the real estate described in the complaint, to-wit:

East half of the Southwest quarter of Section 15,
Township 15, Range 1 West in Washington Township,
Hendricks County, Indiana.

It is further considered and adjudged by the court that the plaintiff recover of the defendant the possession of said real estate.

It is further considered and adjudged by the court that the plaintiff recover of the defendant the sum of $ 215.00 together with the costs of this action taxed at $ _____.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, March 10th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)

VS)#7066

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written dismissal in this case, which written dismissal is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written dismissal is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

THE STATE OF INDIANA)

VS)# 7067

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written dismissal of the above charge, which written dismissal is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written dismissal is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

THE STATE OF INDIANA)

VS) # 7068

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written dismissal of the above charge, which written dismissal is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written dismissal is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

THE STATE OF INDIANA)

VS) # 7069

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files a written dismissal of the above charge, which written dismissal is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written dismissal is sustained.

It is, therefore, considered and adjudged by the Court that this

cause be and the same is hereby dismissed, and cause is now nollied.

RUTH A. WECHT)
VS) # 12971
ARTH B. COOKE)

Come now the parties, in person and by counsel, and this cause being at issue, the sheriff of this County is ordered to bring into open court the following jurors for jury service, to-wit: Bert Henderson, H. J. Woody, Wallace E. Christie, John Crosley, Dale Purlee, Neal Disney, J. S. Jones, Frank Canary, John Lux, Martin F. King, Ross Brickert and Cloud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions as to their conduct during their separation until 9:00 o'clock A. M. Wednesday, March 11th, 1931.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, Morning, March 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

LOUISE HOMES BY EDWARD)
HOLMES, HER NEXT FRIEND)
VS) # 13119
ETHEL IDDINGS)
CLAUDE IDDINGS)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before March 21st, 1931.

RUTH A. WECHT)
VS) # 12971
ARTH B. COOKE)

Come now the parties, in persons and by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

At the close of the plaintiff's case, said plaintiff asks leave to amend complaint by changing words "one thousand" to "three thousand", having reference to money lost as charged in the complaint. And the Court being sufficiently advised, does now grant said plaintiff permission, and the complaint is so amended.

The taking of the evidence is continued, and the jury is again permitted to separate after proper instructions touching their conduct during their separation until 9:00 o'clock A. M., Thursday, March 12th, 1931.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed and read in open court.

A. J. Stevenson, Judge.

Thursday Morning, March 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

LEBANON HARDWARE COMPANY)
VS) # 13114
ALPHA E. SMITH)
JAMES M. HOGAN)
WALTER COX)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

GARLAND W. WRAY)
VS) # 13185 Judgt. vs Deft. for $154.85 and Costs.
LOUIS WHICKER) J. D. 15, Page 228.

Comes now Arny M. Watkins and withdraws his appearance for the defendant.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and returns are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than 10 days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff upon the note sued upon in principal and interest the sum of $140.85 and the further sum of $14.00 as a fee for the services of plaintiff's attorney, all of which the plaintiff is entitled to have and recover from the defendant, Louis Whicker without relief from valuation or appraisement laws, together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Louis Whicker, the sum of $154.85, together with the costs for this action taxed at _____dollars and _____ cents.

THE STATE OF INDIANA)
VS)# 7116
CECIL McMULLEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files written motion to dismiss the above charge, which written motion is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written motion is sustained.

It is, therefore, considered and adjudged by the Court that this

cause be and the same is hereby dismissed, and cause is now nollied.

THE STATE OF INDIANA)
VS) # 7117
FRANK STOTT)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person and by counsel, and the defendant now in open Court waives the right to trial by jury and consents to trial by the Court, to which the State agrees.

And the Court now hears the evidence, and at the close of the evidence for the State, the defendant moves the Court to find for the defendant. And the Court being sufficiently advised, does now sustain said motion, and the defendant, Frank Stott, is found not guilty.

It is, therefore, ordered and adjudged by the Court that the said defendant, Frank Stott, go acquit.

RUTH A. WECHT)
VS)# 21971
ARTH B. COOKE)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued and concluded.

At the close of all of the evidence and before the arguments, the defendant tenders his instructions numbered from one to eleven both inclusive, and asks the Court to indicate before argument which of said instructions will be given and which will be refused. And the Court indicates in writing thereon which of the instructions so tendered will be given and which refused.

And now at the close of all the argument, the Court instructs the jury in writing and gives to the jury of its own motion, instructions numbered from one to twelve both inclusive to the giving of each one of which instructions the plaintiff and defendant each for himself and hereby, separately and severally excepts.

And the Court now gives of the instructions tendered by the defendant instructions numbered 3, 4, 5, 7, 8, 9 and 11, to the giving of each one of which the plaintiff excepts. And the Court refuses to give of the instructions tendered by the defendant instructions numbered 1, 2, 6 and 10 to the refusal of each of which the defendant excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions of the Jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, March 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE HOLST PUBLISHING COMPANY)
VS)# 13180
GEORGE W. GRUBB)

Comes now the defendant, by counsel, and files motion to require plaintiff to file cost bond, which motion is in the words and figures following, to-wit: (H.I.).

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, a corporation.)
vs.) # 13200
FRED CLINE)
NORMA CLINE, his wife,)
INDIANA NATIONAL BANK, of)
Indianapolis, Indiana, a)
Corporation)
Kessler Boulevard Realty)
Company, Inc. a corporation.)

Comes now the Plaintiff in the above entitled cause and files its verified complaint herein against the above named defendants, which verified complaint is in words and figures following, to-wit: (H.I.)

And summons having issued for defendants in said cause, and it being shown by said verified complaint that by the terms of the note and mortgage filed therewith and made a part thereof, that the debt secured by said mortgage is past due and unpaid, and that the plaintiff in order to protect its security and to preserve its title in said real estate, was compelled to pay the sum of $904.09, as taxes on the real estate described in said mortgage, and it further appearing to the court, by said verified complaint that the real estate described in said mortgage is not of sufficient value and probably will not sell for a sufficient sum to pay the debt due this plaintiff, and that the dwelling and other buildings on said real estate are unoccupied, and that the rents and profits of said real estate are not being collected and applied upon said indebtedness.

And it further appearing to the court that by the terms of said mortgage, the plaintiff has the right to have a receiver appointed, and to take possession of said real estate and to collect the rents and profits thereof, and to apply said rents and profits on said indebtedness, the court finds that the plaintiff is entitled to have a receiver appointed to take charge of said real estate and to collect the rants and profits thereon.

It is therefore hereby ordered and decreed by the court that Grant G. Martin, be and he is hereby appointed receiver to take charge of said real estate and to collect the rents and profits thereof and to hold the same subject to the order of this court.

It is further ordered by the court that the said

Grant G. Martin, as such receiver, files his bond in the sum of $1000.00 with surety to be approved by the court.

And now comes the said Grant G. Martin, and files his bond herein in the penal sum of $1000.00 with Lawson Cox, as surety thereon, and also files his oath to discharge his duties, as such receiver, whose bond is now approved by the court, and the said Grant G. Martin is now authorized to enter upon the discharge of his duties as such receiver.

RUTH A. WECHT)
VS)# 12971
ARTH B. COOKE)

Come now the parties in person and by counsel, and the jury is again brought into open Court and in the presents of the counsel for both the plaintiff and defendant, requests to be re-instructed. And the Court does now re-instruct the jury, giving the instructions as heretofore enumerated.

The jury again retires for further deliberation. After said further deliberation, the defendant moves the Court for instruction on 5/6 verdict.

The Court being sufficiently advised in the premises, does now overrule said motion, to which ruling the defendant excepts.

And now after twenty-three hours deliberation, the jury fails to reach a verdict, and are discharged from further duties.

THE FEDERAL LAND BANK OF LOUISVILLE,)
Plaintiff,)
vs.) DECREE. # 13130
EDWARD D. COURTNEY, MABEL COURTNEY,) Judgt. vs Defts. Edward D. Courtney, Mabel
his wife, SAMUEL P. YENNE, HOME LUMBER) Courtney, his wife, and Hendricks National
COMPANY OF DANVILLE, INDIANA, HENDRICKS) Farm Loan Association, a corporation, for
NATIONAL FARM LOAN ASSOCIATION.) $13,204.34 and costs.
Defendants.) J. D. 15, Page 228.

Comes now The Federal Land Bank of Louisville by its attorneys Branigin & Branigin, and comes also the defendants, Edward D. Courtney and Mabel Courtney, his wife, and Samuel P. Yenne, by their attorney, Otis Gulley, and comes also the defendant, Home Lumber Company of Danville, Indiana, by its attorney, Thad S. Adams, and comes also the defendant, Hendricks National Farm Loan Association, by its attorney, Arny M. Watkins, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause, which summons and the return of the sheriff endorsed thereon are in the words and figures following to-wit: (H.I.) that the defendants, Edward D. Courtney, Mabel Courtney, his wife, Samuel P. Yenne, Home Lumber Company, a corporation, Hendricks National Farm Loan Association, a corporation, have been duly served with process more than ten days before the date fixed by the plaintiff, by endorsement on its complaint, for the said defendants to appear and answer said complaint, and this cause is submitted to the court for trial upon the issues joined by the defendants, Edward D. Courtney, Mabel Courtney, his wife, Samuel P. Yenne, Home Lumber Company, a corporation, and Hendricks National Farm Loan Association, a corporation, without the intervention of a jury, and the evidence and argument of counsel being heard and the court being sufficiently advised in the premises, finds:

1. That there is due and owing to the plaintiff from the defendants, Edward D. Courtney, Mabel Courtney, Hendricks National Farm Loan Association, a corporation, on the note sued on, the sum of Thirteen Thousand Two Hundred Four and thirty-four hundredths dollars ($13,204.34), which said amount the plaintiff is entitled to recover from the defendants named, together with the costs of this action, all without relief from valuation or appraisement laws.

2. That said sum is secured by a mortgage dated May 11, 1923, recorded May 15, 1928 in Mortgage Record 86 pages 555 to 558 of the records of Hendricks County, Indiana, on the lands described in plaintiff's complaint, which said mortgage is a first and prior lien on said real estate and which said mortgage plaintiff is entitled to have foreclosed against all of the defendants herein, and that said real estate should be sold to satisfy the amount so found owing this plaintiff.

3. That the note, to secure the payment of which said mortgage was executed, bears interest at the rate of 5 per centum per annum from date, to November 11, 1930, upon which date plaintiff elected the entire debt indefault and immediately due and payable, and 8 per centum interest from said date until paid.

4. That after the execution of and recording of said mortgage the defendant, Home Lumber Company, a corporation, acquired an interest in said real estate by virtue of a judgment against the defendant, Edward D. Courtney, but that its interest is subject to the lien of plaintiff's mortgage herein.

5. That the above described real estate is not susceptible of division without injury to the interest of the parties, and cannot be sold in parcels.

6. That after the execution of and recording of said mortgage, the defendant, Samuel P. Yenne, became and now is the owner of said real estate, but that his ownership is subject to the lien of plaintiff's mortgage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that

(a) The plaintiff have and recover of the defendants, Edward D. Courtney, Mabel Courtney, Hendricks National Farm Loan Association, a corporation, the sum of Thirteen Thousand Two Hundred Four and thirty-four hundredths dollars ($13,204.34), together with its costs in this cause laid out and expended in the sum of_____ and accruing costs, together with interest on said sum at the rate of eight per centum per annum from the date hereof until paid, all without any relief whatever from valuation or appraisement laws.

(b) The equity of redemption of the defendants herein and all persons claiming from, under, by or through them, or any of them, in and to the mortgaged premises to-wit:

A part of the south half of section 10, township 15 north of range 1 west, bounded and described as follows: to-wit: Beginning at the northeast corner of said half section and running thence west on and along the north line thereof 105 rods and to the south line of the right-of-way of the C.C.C. & St.L. Railroad; thence in a southwesterly direction on and along the south line of said right-of-way to where the same intersects the center line of the Danville and Cartersburg gravel road; thence south 32 degrees east on and along the center line of said gravel road 70 rods; thence south 13 degrees east on and along said center line of said road 3 rods; thence east parallel with section bearing 223 rods and to the east line of said south half of said section; thence north on and along the east line of said south half of said section 85 rods and to the place of beginning, containing 100 acres, be the same more or less.

Also a part of the south half of the southeast quarter and a part of the south half of the southwest quarter of section 10, all in township 15 north of range 1 west, bounded and described as follows, to-wit: Beginning at the southeast corner of said section, and running thence north on the east line thereof 75 1/4 rods; thence west with the section bearing 242 rods and to the center line of the Danville and Cartersburg gravel road; thence south

42 degrees east and on and along the center line of said road 32 rods; thence south 9 degrees east on and along the center line of said road 16 rods; thence south 47½ degrees east on and along the center line of said road 35½ rods; thence south 59 degrees east on and along the center line of said road 23 rods and to the south line of said section; and thence east on said south line 167 rods and to the place of beginning, containing 95 acres, more or less. Containing in all 195 acres, more or less.

be and the same is hereby forever barred and foreclosed and that said real estate and all the right, title, interest and claim of all of the defendants herein and all persons claiming from, under, by or through them, or any of them, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of this county, without any relief from valuation or appraisement laws, as lands are sold on execution and the proceeds derived and arising from such sale, the sheriff is ordered and directed to apply and distribute in the following manner, to-wit:

First: To the payment of all costs accrued in this cause and to the costs of sale.

Second: To the payment of the amount due plaintiff herein, being the amount of the judgment hereinbefore rendered, together with interest from this date thereon at the rate of eight per centum per annum.

Third: The overplus, if any remain, after the payment of the foregoing judgment, interest and costs, 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.

(c) In the event said mortgaged premises shall fail to sell for a sum suffidiant to pay and satisfy said judgment, principal, interest and costs, the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of the defendants, Edward Courtney, Mabel Courtney, Hendricks National Farm Loan Association, subject to execution, and the same shall be sold without relief from valuation or appraisement laws.

A. J. Stevenson

Judge Hendricks Circuit Court.

CALVIN STOUT, RECEIVER OF THE)
FARMERS BANK OF HAZELWOOD, INDIANA.)
VS) Judgt. vs Deft. for Costs.
JOHN KARSMAN) J. D. 15, Page 228.

Comes now again the plaintiff, by counsel, and it appearing to the court from the sheriff's return and the endorsement thereon that defendant has been duly served with process for more than 10 days before the ____day of _____, 1930, being the day fixed on the complaint as the return day of the summons, which summons and endorsement and the return of the Sheriff thereof are in the words and figures as follows: to-wit: (H.I.)

And now this defendant being rhree times loudly called in open court comes not but herein wholly makes default.

And this cause is now 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 is entitled to the possession of the real estate described in the complaint and that plaintiff is the owner thereof.

The court further finds that the defendant unlawfully holds the possession of said real estate and has and is now wrongfully keeping plaintiff out of possession of the same.

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:

The South half of the Northwest quarter of Section 26, Township 14 North, Range 1 West of the second principal meridian, except the following described tract, to-wit: Beginning at the Northwest corner of said half quarter section and running thence South 41 rods, thence East 80 rods; thence North 41 rods to the North line of said half quarter section; thence West on said line 80 rods to the place of beginning. containing in said exception 20-1/2 acres more or less, and leaving in the tract hereby described and conveyed 59-1/2 acres, more or less.

And it further considered and adjudged by the court that the plaintiff have and recover of the defendant the possession of said real estate and that the plaintiff recover the costs of this action against the defendant taxed at $_____.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, March 14th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HETHERINGTON & BERNER, INC.)
VS) # 13129
CAPITOL CITY GRAVEL COMPANY)

Comes now the defendant, by counsel, and files motion for new trial, which motion is in the words and figures following, to-wit: (H.I.).

HORACE L. HANNA, RECEIVER)
VS)# 12734
WILLIAM RANDOLPH COX, ET AL)

Comes now the parties, by counsel, and by reason of having been of counsel, the regular Judge does now disqualify himself, and by agreement of said parties, Honorable Zimri E. Dougan, a practicing attorney at this bar, is appointed special judge to hear and determine said cause.

And now comes Honorable Zimri E. Dougan and accepts said appointment, and qualifies as by law required,which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931

Horace L. Hanna, Receiver)
)
AGAINST) No. 12734
)
William Randolph Cox, et al)

I, A. J. Stevenson, Judge of said Court, by reason of having been of counsel in this case do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson,
March 14, 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Horace L. Hanna, Receiver against William Randolph Cox, et al, so help me God.

Zimri E. Dougan

Subscribed and sworn to this 14" day of March 1931 before me, Clerk of said Court.

(SEAL)

Frank Tucker, Clerk,
Hendricks Circuit Court.

Said Honorable Zimri E. Dougan, special judge, does now assume jurisdiction of this cause.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, March 16th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARGARET JANE BLESSING)
VS) # 13197
OTIS WARD)

Comes now the plaintiff, by counsel, and files second paragraph of complaint, which second paragraph of complaint is in the words and figures following, to-wit: (H.I.).

THE UNION CENTRAL LIFE)
INSURANCE COMPANY)
VS) # 13179
CATHERINE B. SHEETS, ET AL)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before March 21st, 1931.

PITTSBORO STATE BANK)
VS) # 13176
ORLEN F. THOMAS)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

PITTSBORO STATE BANK)
VS) # 13148
ORLEN F. THOMAS)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

KATHERINE R. BRITTON)
VS) # 13155
CARL E. BRITTON)

Comes now the plaintiff, by counsel, and files application for support money, which application is in the words and figures following, to-wit: (H.I.).

This cause is set for hearing, March 21st, 1931.

FRANK E. GATES)
VS) # 12890
RUSSELL V. FITCH)

Comes now the parties, in persons and by counsel, and the defendant files motion for physical examination of party plaintiff, which motion is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised in the premises, does now sustain said motion, and Dr. L. W. Armstrong, a practising physician, is appointed to make such examination.

On motion of the defendant, conditional examination of the plaintiff is ordered published.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: J. S. Jones, H. J. Woody, Wallace E. Christie, John Crosby, Ernest Tinder, Neal Disney, Gene Ratcliff, Frank Canary, John Lux, Martin F. King, Ross Brickert and Claud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

The plaintiff asks permission of the Court during the taking of the evidence in this cause, to amend the complaint by interlineation, inserting therein an allegation as to injury to the brain and nervous system.

The Court being sufficiently advised in the premises, does now grant said permission, to which the defendant objects and excepts.

The defendant now moves to require the plaintiff to make allegations as to injury to brain and nervous system more specific.

The Court being sufficiently advised in the premises, does now sustain said motion, to which ruling the plaintiff excepts.

And now the taking of the evidence is continued, and the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M., Tuesday, March 17th, 1931.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, March 17th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

DELILAH MILLER)
VS) # 12001
LUKE W. DUFFEY)

Comes now Robinson, Symmes and Melson, attorneys for the defendant, and withdraw their appearance for the defendant, Luke W. Duffey.

FRANK E. GATES)
VS) # 12890
RUSSELL V. FITCH)

Come now the parties, in persons and by counsel, and the plaintiff tenders amendment to complaint, which is now filed, which amendment of complaint is in the words and figures following, to-wit: (H.I.), and to which filing the defendant objects and excepts.

The jury is again brought into open Court, and the taking of the evidence is continued.

The jury is now permitted to separate under proper instructions, touching their conduct during their separation until Wednesday, March 18th, 1931, at 9:00 o'clock A. M.

NETTIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ETC.)

Comes now the defendant, by counsel, and files answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY.)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now the plaintiff, by counsel, and alias summons is ordered issued to the Sheriff of St. Joseph County, for the defendant, Gentry T. Russell, the same to be made returnable, April 2nd, 1931.

And Court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, March 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HUGH E. REYNOLDS, ETC., ET AL.)
VS) # 13169
DOROTHY KREGELO LEE, ET AL.)

Come now the defendants, Holland Furnace Company and First National Bank of Covina, California, by counsel, and each files answers, which answers are in the words and figures following, to-wit: (H.I.).

Come also the plaintiffs, by counsel, and file answer to amended first and second paragraphs of cross complaint, which answer is in the words and figures following, to-wit: (H.I.). Plaintiff, by counsel, also files reply to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

Both the plaintiffs and defendants, by counsel, file requests for special findings of facts and conclusions of law, which requests are in the words and figures following, to-wit: (H.I.).

The Court having heard the evidence, does now take this cause under advisement.

FRANK E. GATES)
VS) # 12890
RUSSELL V. FITCH)

Come now the parties, in persons and by counsel, and the jury is again brought into open Court. And after the taking of the evidence in continued and concluded and before the argument of counsel, the plaintiff tenders instructions numbered from one to three inclusive, and the defendant tenders instructions numbered from one to six inclusive. The Court does now indicate before argument, which of said instructions so tendered will be given and which refused.

At the conclusion of arguments of counsel, the Court of its own motion gives to the jury in writing instructions numbered from one to twelve inclusive, to the giving of each one of which the plaintiff and defendant each separately and severally excepts. And the Court gives of the instructions tendered by the plaintiff, numbers one and three as modified, to the giving of each of which the defendant excepts, and the Court refuses to give instructions number two as tendered by the plaintiff, to which refusal the plaintiff excepts. And the Court gives of the instructions tendered by the defendant instructions number one, two, four and six, and to the giving of each one of which the plaintiff excepts, and the Court refuses to give of the instructions tendered by the defendant instructions number three and five, to the refusal of each one of which the defendant excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the

memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the Jury, and are in the words and figures following: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards, the jury is again brought into open Court and returns a verdict for the plaintiff in the sum of $2500.00, which verdict is in the words and figures following, to-wit:

V E R D I C T

STATE OF INDIANA)
)SS:
HENDRICKS COUNTY)

FRANK E. GATES

VS

RUSSELL V. FITCH

We, the jury, find for the plaintiff ans assess his damages in the sum of $ 2500.00 .

J. Sherry Jones
Foreman

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, March 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

NETTIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ET AL)

Comes now the plaintiff, by counsel, and files reply to the second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

INDIANAPOLIS LIFE INSURANCE CO.)
VS) # 12692
EARL C. McDANIEL, ET AL.)

Comes now William McAninch, receiver, and submits the following, his account and vouchers, in final settlement of said trust, in the words and figures following, to-wit: (H.I.), showing that he is chargeable with a balance of $117.18.

And the Court having examined said report, now in all things approves the same, and orders said receiver to pay into the Court the said balance on hands, which he according does now.

And the Clerk of this Court is ordered to pay said sum of $117.18, so paid into the Clerk's office, to the Indianapolis Life Insurance Company, and credited on deficency judgment remaining unsatisfied.

And the Court now orders that said receiver be and he is discharged from further duties and from his bond and trust, and this proceeding is adjudged and finally disposed of.

1. Balance of $117.18 to be paid to Indianapolis, Life Insurance Company.

R E C E I P T.

1. April 28-1931- Recd. of Frank Tucker, clerk #117 18/100 balance paid in by Receiver. Indpls Life Ins Co by Wm McAninch Agt

And court adjourned until 9:00 o'clock A.M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, March 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HORACE L. HANNA, RECEIVER)
VS) # 12782
DEAN WEHNER)
ALBERT H. WEHNER)

Comes now the defendant, by counsel, and files additional paragraphs of answer, which additional paragraphs of answer is in the words and figures following, to-wit: (H.I.).

CLAYTON HARDWARE AND)
LUMBER COMPANY)
VS) # 13183
HERTHA ROGERS)
ULLEN ROGERS)

Comes now the defendant, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

Come also the plaintiff, by counsel, and file reply to second, third and fourth paragraphs of answer, which reply is in the words and figures following, to-wit: (H.I.)

This cause being at issue the same is submitted to the Court for trial, findings and decree without the intervention of a jury.

And the Court having heard the evidence in this cause, does now take this case under advisement.

ADMISSION OF MARION H. ROBERTS)
TO THE BAR.) Admitted to Bar.

Comes now James L. Clark a qualified practicing Attorney of this court and moves the Court, that Marion H. Roberts be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Marion H. Roberts 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 Councillor at-law at this Bar; so help him God.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, March 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Comes now the plaintiff, by counsel, and files motion to strike out of motion for new trial the affidavit of Paul Martin, which motion is in the words and figures following, to-wit: (H.I.).

ROY E. PARKER, BY HIS)
NEXT FRIEND, FRED C.) # 13208 Judgt. vs Deft. for $100.00 and Costs.
PARKER.) J. D. 15, Page 228.
VS)
ARTHUR LAMBERT)

Comes now Roy E. Parker, by his next friend Fred C. Parker and files his complaint herein, which complaint is in words and figures, following to-wit: (H.I.) And now comes Fred C. Parker, father of Roy E. Parker and files his consent in writing to act as next friend of said Roy E. Parter and now comes Arthur Lamber, by Otis E. Gulley, his attorney and waives the issuing and service of summons herein, and voluntarily appears and files answer in general denial, which answer is in words and figures following to-wit:-(H.I.) and now by agreement of parties 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 that he is entitled to recover as his damages herein the sum of $100.00.

It is therefore ordered, adjudged and decreed by the court that said plaintiff recover of and from the defendant the sum of $100.00 and the costs of this action taxed at _____dollars and _____ cents.

ROY E. PARKER, BY HIS)
NEXT FRIEND, FRED C.)
PARKER)
VS) # 13208
ARTHUR LAMBERT)

Comes now Roy E. Parker, and files his verified petition herein showing that he is a minor over twenty years of age, and that there has been paid into the hands of the Clerk of the Hendricks Circuit Court the sum of $100.00 which amount to be paid to the said Roy E. Parker, said verified petition being in words and figures following to-wit: (H.I.) and the court having examined said petition and being fully advised and informed in the premises, finds that the alligations therein are true and that said petition should be granted.

It is therefore ordered by the court that Frank Tucker, Clerk of the Hendricks Circuit Court, be and he is hereby ordered and directed to pay to the said Roy E. Parker the sum of $100.00 and to accept his receipt therefor, and it is

further ordered that the payment of said amount by said Clerk of said Roy E. Parker shall be a full and complete discharge, under the law, of said Clerk from any further liability for said amount, all of which is now ordered by the court.

1. $100.00 amount of judgment due the plaintiff, Roy E. Parker.

RECEIPT.

1. For receipt see J. D. 15 Page 228 - Frank Tucker, Clerk.

KATHERINE R. BRITTON)

VS) # 13155 Judgt. vs Deft. for $50.00.

CARL E. BRITTON) J. D. 15, Page 229.

Come now the parties, by counsel, and the evidence is heard upon application for support money.

The Court having heard the evidence, and being duly advised, does now order the defendant, Carl E. Britton to pay to the Clerk of this Court on or before April 1st, 1931, the sum of $50.00 to enable the plaintiff, Katherine R. Britton to prepare her case for trial.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Monday Morning, March 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WALTER E. CARTER)

VS) # 13170

ALICE NELSON CARTER)

Comes now the defendant, by counsel, and files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

THOMAS KINNEY)

VS) # 13187

JOHN FOX)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CITY OF INDIANAPOLIS)

VS) # 12837

MERCHANT HEAT & LIGHT CO.)

Comes now the plaintiff, by counsel, and upon its motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

NETTIE B. HELMS)

VS) # 12960

LAFAYETTE A. JACKSON, ETC.)

Comes now the parties, in person and by counsel, and the Court sustains motion to strike out, to which ruling of the Court the plaintiff duly excepts.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: J. S. Jones, Bert Henderson, Wallace Christie, John Crosby, Ernest Tinder, Neal Disney, Eugene Ratcliff, Frank Canary, John Lux, Martin F. King, Ross Brickert and Claud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein, and true verdict give according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate after proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Tuesday, March 24th, 1931.

J. HARRY MILES)

VS) # 12837 Judgt. vs Defts. for $215.00 and Costs.

ARTHUR B. HAWORTH) J. D. 15, Page 229.
et al.

Comes now the plaintiff, in the above entitled cause, and it appearing to the court from the summons and the return of the sheriff endorsed thereon that defendant's were served with process for more than 10 days prior to the 29" day of January, 1930, being the day fixed by plaintiff for the return day of said summons, which summons and the return thereon are in words and figures as follows to-wit:(H.I.)

And now the defendants being 3 times loudly called in open court come now but herein wholly make default.

And now this cause 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 allegations of plaintiff's complaint are true and that there is now due plaintiff the sum of $215 from the defendants.

It is, therefore, ordered, adjudged and decreed that the plaintiff have and recover from the defendants the sum of $215 together with the costs of this action taxed at $_____.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, March 24th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

NETTIE B. HELMS)

VS) # 12960

LAFAYETTE A JACKSON,ETC.)

Comes now the parties in person and by counsel, and the jury is again brought into open Court and the taking of the evidence is continued and concluded.

At the close of all the evidence and before the arguments, the plaintiff tenders instructions numbered from one to seven inclusive, and the Court indicates what instructions will be given and which refused.

And now after arguments of counsel, the Court instructs the jury in writing and gives of its own motion instructions numbered from one to ten inclusive to the giving of each one of which the plaintiff and defendant each for himself severally objects and excepts.

And the Court gives of the instructions tendered by the plaintiff instructions numbered one to four inclusive, to the giving of each one of which the defendant objects and excepts. And the Court refuses to give of the instructions tendered by the plaintiff instructions numbered five, six and seven,to which refussal the plaintiff excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the Jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is brought into open Court and returns a verdict in this case in favor of the plaintiff in the sum of $1060.00, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

NETTIE B. HELMS

VS

LAFAYETTE A. JACKSON, etc.

We, the jury, find for the plaintiff and assess her damages in the sum of $1060.00.

J. Sherry Jones

Foreman

CLAYTON BANK AND TRUST CO.)

VS) # 13207

CANDACI RICHARDSON)

Comes now the defendant,by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Wednesday,

Record read and signed in open court.

C. J. Stevenson, Judge.

Wednesday Morning, March 25th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

C. E. MORGAN)

VS) # 12131 Judgt. vs Deft. for $130.00 and Costs.

LEONA SWIFT) J. D. 15, Page 229.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff from the defendant on the account suide upon, the sum of $130.00, which amount the plaintiff is entitled to have and recover of and from the defendant, Leona Swift, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Leona Swift, the sum of $130.00, together with the costs for this action taxed at _____dollars and _____ cents.

TRACY M. O'BRIEN)

VS) # 12717 Judgt. vs Deft. for $106.75 together with int. thereon from July 22nd, 1929, and Costs.

WYATT W. COSNER) J. D. 15, Page 229.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff from the defendant the sum of $106.75, which amount the plaintiff is entitled to have and recover of and from the defendant, Wyatt W. Cosner, together with interest thereon from July 22nd, 1929 at six per cent, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Wyatt W. Cosner, the sum of $106.75 together with interest thereon from July 22nd, 1929 at six per cent, together with the costs for this action taxed at _____dollars and _____cents.

THE UNION CENTRAL LIFE)
INSURANCE COMPANY)
VS) # 13179
CATHERINE B. SHEETS, ET AL)

Comes now the Panhandle Eastern Pipe Line Company, by counsel, and files petition to be made a party defendant,, which petition is in the words and figures following, to-wit: (H.I.).

The Court having examined said petition and being sufficiently advised, does now grant said petition.

The Panhandle Eastern Pipe Line Company, defendant, by counsel, does now file cross-complaint, which cross-complaint is in the words and figures following, to-wit: (H.I.).

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Come now the parties, in person and by counsel, and the plaintiff's motion to strike out second paragraph of defendant's answer is sustained by the Court, to which ruling, the defendant duly excepts.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: J. Sherry Jones, Lewis Johnson, W. S. Simmons, John Crosby, Ernest Tinder, H. J. Woody, Eugene Ratcliff, Frank Canary, John Lux, Martin F. King, Ross Brickert and Claud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

After hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Thursday, March 26th, 1931.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13073 Judgt. vs Defts. for $2879.04 and Costs.
ALBERT STRONG MILES) J. D. 15, Page 230.
BERNICE HUFFORD MILES)

Comes now the plaintiff, The Prudental Insurance Company of America, by its attorney Otis E. Gulley, and it appearing to the satisfaction of the court by summons issued to the Sheriff of Hendricks County, State of Indiana, and the return of said Sheriff endorsed thereon which summons and return thereon is in words and figures, following to-wit: (H.I.) that the defendants Albert Strong Miles and Bernice Hufford Miles, his wife, have each been served with process for more than ten days before the day fixed by endorsement on plaintiff's complaint, which date is also more than ten days before this date.

And now comes said defendants, by Kane, Blain and Hollowell,

their attorneys and file answer herein which answer is in words and figures following to-wit: (H.I.) and said cause being at issue and having been set for trial the same is now 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 upon its complaint, and that the facts set forth in plaintiff's complaint are true and that the relief prayed for therein should be granted.

The court further finds, as alleged in plaintiff's complaint, that said defendants on the 16th day of November, 1923 executed to the plaintiff their promissory note in the amount of $2400.00 due in five years from date, with interest at the rate of 5½ per cent per annum payable semi-annually until due and 8 per cent per annum after maturity, and attorneys fees.

The court further finds that on the same day, and, concurrently with/the execution of said note said, defendants executed a mortgage on certain real estate owned by said defendants for the purpose of securing said note, and that said mortgage was duly recorded on the 21st day of November 1923, in mortgage record 79 at pages 269-270-271 in the records of the Recorder's office of Hendricks County, Indiana.

The court further finds that afterwards; to-wit:- on the 16th day of November 1928 at the time said note became due that the amount due thereon was not paid and the defendants applied to the plaintiff for an extention of time in which to pay said note; that said extention was granted and in consideration thereof Albert Strong Miles and Bernice Hufford Miles expressly agreed to pay the balance of said principal on the 16th day of November, 1933 and to pay thereon, on the 16th day of November each year of 1929, 1930, 1931 and 1932 the sum of $100.00 on each of said dates, and the balance of $2000.00 on the 16th day of November 1933 with interest on all of said amount at the rate of 5½ per cent per annum payable semi-annually until maturity and with interest after maturity at the rate of 8 per cent per annum, and that said extention of agreement was reduced to writing, signed by the parties and recorded on the 24th day of April, 1929, in mortgage record 88 at pages 162 and 163 of the records of Hendricks County, Indiana.

The court further finds when the installment of interest in the sum of $66.00 became due on the 16th day of November, 1929, the same was not paid, and that under and by virtue of said mortgage the entire sum of $2400.00 together with $66.00, accrued interest, became due, and that the said amount remained unpaid at the time of bringing this action and that there is now due and unpaid as principal and interest the sum of $2729.04 and by reason of said default said plaintiff is entitled to have said mortgage foreclosed and said real estate sold to pay said debt.

The court further finds that a reasonable attorneys fees herein is one hundred fifty dollars, and that he is entitled to recover said amount as part of the debt as secured by said mortgage.

It is therefore ordered, adjudged and decreed by the court that plaintiff have and recover of and from said defendants the sum of Two thousand Eight hundred seventy nine and 04/100 ($2879.04) dollars payable without relief of the valuation and appraisment laws, and the costs and accruing costs of this action.

It is further ordered, adjudged and decreed by the court that the equity of redemption of all of said defendants herein and of all persons claiming by, from, through or under them, or either of them any interest in or to the real estate described in plaintiff's complaint, and in plaintiff's mortgage, lying and being situation in Hendricks County, State of Indiana, and described as follows to-wit;

> A part of the south half of the northeast quarter, and a part of the southeast quarter of the northwest quarter of Section 5, Township 14 north of Range 1 east of the Second Principal Meridian, more particularly described as follows, to-wit: Commencing at the southeast corner of the north half of the said Section 5; and running thence west 162 rods and 20 links to the center of said section; running thence still still west 19.3 rods; thence north 35 rods and 3½ links; thence east to the east line of said section; thence south on said east line 35 rods and 3½ links to the place of beginning, containing 40 acres, more or less, be and the same is hereby

forever barred and foreclosed and that said described real estate and all the right, title, claim, or demand of the defendants herein and of all persons claiming, by, from, through or under them or either of them in and to the same shall be sold by the Sheriff of Hendricks County, as other lands are sold on execution said sale to be made without any relief whatsoever from valuation of appraisment laws, and the proceeds of said sale shall be applied as follows;-

1st. To the payment of the costs of this suit and all accruing costs.
2nd. To the payment of the amount due the plaintiff on the note and mortgage sued on, it being the amount of the judgment herein before rendered together with interest at the rate of 8% per annum.
3rd. The over plus, if any therebe, paid by the Sheriff to the Clerk of the Court, to be paid to the parties lawfully entitled to receive the same.

It is further ordered, adjudged and decreed by the court that in the event that said real estate is not sold at Sheriff's sale for an amount sufficient to satisfy the judgment herein rendered, principal, interest and costs, the residue thereof remaining unpaid shall be levied on the goods, chattles lands and tenements of the defendants Albert Strong Miles and Bernice Hufford Miles, his wife, subject to execution, and sale thereof shall be made without any relief whatever from valuation or appraisment laws, and the distribution of the proceeds of the sale of said real estate.

It is further ordered, adjudged and decreed by the court that a copy of this decree under the hand and seal of the Clerk of this Court delivered to the Sheriff of Hendricks County, Indiana, shall be sufficient authority to said Sheriff to execute the same by advertising and selling said property as herein provided and said Sheriff being furnished with said certified copy shall proceed forthwith to advertise and sell said property as provided by law.

All of which is ordered, adjudged and decreed by the court.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson _____, Judge.

Thursday Morning, March 26th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BERNARD W. HANEY,)
VS) # 12224 Judgt. vs Pltf. for Costs.
CARLOS HAMMOND ,) J. D. 15, Page 230.
LENORA HAAG.)

It appearing to the Court that this cause having been set for trial, and the hour of trial having arrived, and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution, at the cost of the plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Bernard W. Haney, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Come now the parties, in persons and by counsel, and the jury is again brought into open Court and the taking of the evidence is continued and concluded.

At the close of all the evidence, the defendant, William A. Opple, by counsel, moves the Court to instruct the jury to return a verdict for the defendant, William A. Opple. The Court does now take said motion under advisement.

The jury is now permitted to separate under proper instructions touching their conduct during their separation until 8:30 A. M. Friday, March 27th, 1931.

THE UNION CENTRAL LIFE INSURANCE)
COMPANY, OF CINCINNATI, OHIO.)
VS) Cause No. 13179
CATHERINE B. SHEETS, ET AL.)

Comes now the defendant, B. Sheets, by her attorney, and files answers, respectively, to the complaint, to the cross-complaint of defendant, Wabash Valley Electric Corporation, and to the cross-complaint of defendant, Panhandle Eastern Pipe Line Company, as follows, to-wit:-(Here Insert):

And comes also defendant, Missouri Kansas Line Company, by its attorneys, and files its answer to plaintiff's complaint, as follows, to-wit:-(Here Insert):

And now comes the plaintiff by its attorney and files answers, respectively, to the cross-complaint of defendant, Wabash Valley Electric Corporation, and to the cross-complaint of defendant, Panhandle Eastern Pipe Line Company, as follows, to-wit:-(Here Insert).

THE UNION CENTRAL LIFE INSURANCE)
COMPANY OF CINCINNATI, OHIO.)
VS) No. 13179 Judgt. vs Deft., Catherine B. Sheets,
CATHERINE B. SHEETS;) $4087.48 and Costs.
WABASH VALLEY ELECTRIC CORPORATION;) J.D. 15, Page 230.
MISSOURI KANSAS PIPE LINE COMPANY;)
PANHANDLE EASTERN PIPE LINE COMPANY;)

Come the parties to this action by their respective counsel and this cause, being at issue upon plaintiff's complaint, the answer and cross-complaint of defendant, Wabash Valley Electric Corporation, to the complaint; plaintiff's answer to said cross-complaint; the answer of defendant, Missouri Kansas Pipe Line Company, to the complaint; the answer and cross-complaint of defendant, Panhandle Eastern Pipe Line Company, to the complaint; plaintiff's answer to said cross-complaint; the answer of defendant, Catherine B. Sheets, to the complaint, and her answers, respectively, to the cross-complaint of defendant, Wabash Valley Electric Corporation, and Panhandle Eastern Pipe Line Company, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

And the court, having heard the evidence upon the issues so joined, and being fully advised, does now say and find:-

That the complaint in this case was filed in the office of the Clerk of this Court on February 16, 1931, and by endorsement thereon the Clerk was directed to issue summons upon said complaint to the sheriff of Hendricks County, Indiana, for defendants, Catherine B. Sheets, Wabash Valley Electric Corporation, and Missouri Kansas Pipe Line Company, and make the same returnable on February 27th, 1931, the same being the 47th judicial day of the January Term, 1931, of the Hendricks Circuit Court; that, pursuant to said praecipe, the Clerk issued summons as directed and on the 17th day of February, 1931, said Sheriff made his return thereon showing that the same had been served upon defendant, Catherine B. Sheets, by reading the same to her and by leaving with her a true and correct copy thereof, but as to the defendants, Wabash Valley Electric Corporation, and Missouri Kansas Pipe Line Company, said summons was returned unserved, they not being found in the Sheriff's bailiwick.

The Court further finds that on March 2nd, 1931, pursuant to a praecipe filed by the plaintiff with the Clerk of this Court, summons was issued to the Sheriff of Marion County, Indiana, for defendant, Missouri Kansas Pipe Line Company, with instructions to said Sheriff to serve said summons upon one Owen Pickens, agent of said Company, with offices at 1300 Fletcher Trust Building, Indianapolis, Indiana, returnable March 14th, 1931, the same being the 12th judicial day of the March Term, 1931, of the Hendricks Circuit Court; the Court further finds that said summons was duly served upon the said Owen Pickens, designated agent for said defendant, as directed, by reading the same to him and by leaving with him a true and correct copy thereof. Said summons and the return of the said Sheriff endorsed thereon are as follows, to-wit:-(Here insert).

And the Court finds that defendant, Wabash Valley Electric Corporation, has entered its general appearance and filed its answer and cross-complaint to the complaint, in which answer and cross-complaint it waives the issue and service of further summons, as to it.

And the Court further finds that on March 25th,

1931, the Panhandle Eastern Pipe Line Company filed its petition to be made a party to this action, which petition the Court granted and made an order admitting said petitioner as a party defendant thereto; whereupon said defendant filed its answer and cross-complaint to plaintiff's complaint.

The Court further finds that on November 1st, 1918, the defendant, Catherine B. Sheets and her husband, Francis M. Sheets, were the owners in fee simple, as tenants by the entireties, of the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the North West quarter of Section Five (5) in Township Fifteen (15) North of Range Two (2) West bounded and described as follows, to-wit:- Beginning at a point on the North line of said quarter, which is one hundred and forty three (143) rods West of the center North of the North East quarter of said Section, and running thence South with section bearing eighty eight (88) rods, thence West seven (7) rods, thence South with section bearing to the South line of said North West quarter, thence West on said line to the South West corner of said North West quarter, thence North on the West line thereof to a point which is one hundred and twenty (120) rods South of the North West corner of said North West quarter, thence East with section bearing thirty three and one third (33,1/3) rods, thence North parallel with the West line of said quarter one hundred and twenty (120) rods and to the North line of said North West quarter, thence East on said North line to the place of beginning, estimated to contain 78.80 acres, be the same more or less;

that upon said date the said defendant, Catherine B. Sheets, and her said husband, Francis M. Sheets, being indebted upon the consideration for said described real estate, effected a loan of and from the plaintiff to pay and discharge said indebtedness; and, as evidence of said loan and their promises to repay the same, on November 1st, 1918, executed and delivered to the plaintiff their several promissory notes, numbered, respectively, from Serial No. 1 to Serial No. 21 inclusive, note number one being for the sum of $27.08 and payable on December 1st, 1918, and each of the other twenty notes being for the sum of $518.41 and falling due as follows:-Number 2 on December 1st, 1919 and one each of the remaining notes on the same day of each of the succeeding nineteen years, number 21 on December 1st, 1938; to secure the payment of said notes, and the loan evidenced thereby, defendant, catherine B. Sheets, and her husband, Francis M. Sheets, on the 1st day of November, 1918, executed and delivered to the plaintiff their certain mortgage upon the foregoing described real estate; that said mortgage was duly filed for record in the Recorder's Office of Hendricks County, Indiana, on the 13th day of November, 1918, and was duly recorded on the same date in Mortgage Record 68 at pages 576 and 577 of the records of said Office; that said notes numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 were each and all duly paid as each severally became due; that note numbered 13, due December 1st, 1930, is unpaid, and by the terms of the mortgage the plaintiff is entitled to declare, and has so declared, the entire debt secured by said mortgage, and unpaid, due.

The Court further finds that said Francis M. Sheets departed this life on the 18th day of January, 1930, leaving defendant, Catherine B. Sheets, his widow, him surviving, and that there is now due the plaintiff upon its complaint, of and from the defendant, Catherine B. Sheets, the following sums and amounts, to-wit:-

Balance of debt unpaid, in the sum of	$3169.10;
Note numbered 13, in the sum of	$ 531.66;
Taxes paid under term of the mortgage in the sum of	$ 86.30;
Insurance Premium paid by the plaintiff to protect its security, in the sum of	$ 39.42;
Fee for plaintiff's attorney, in the sum of	$ 250.00;
Cost of abstract, necessarily incurred on account of foreclosure proceedings,	$ 11.00;

all without any relief from valuation or appraisement laws; that said sums are secured by the mortgage sought to be foreclosed in this proceeding, and that the plaintiff is entitled to a judgment against the defendant, Catherine B. Sheets, for a total of said amounts, in the sum of $4087.48.

And the Court finds for the cross-complainant, Wabash Valley Electric Corporation, upon its cross-complaint, that under and pursuant to the terms and conditions of a certain written grant of right of way to it to erect and maintain poles and wires, anchors and other applicanes, and to trim trees, over and across the real estate described in said cross-complaint, and in the complaint, for the transmission of electricity, executed on the 26th day of October, 1922, by Francis M. Sheets and Kittie B. Sheets, his wife, the said Kittie B. Sheets being the same identical persons as that of Catherine B. Sheets, one of the defendants in this action, recorded in Miscellaneous Record 14 at page 321 of the records of the Recorder's Office of Hendricks County, Indiana, said cross-complainant is entitled to maintain its line of poles and wires as now built and erected in the public highway running East and West at the North end of said described real estate, and to trim, from time to time as occasion may require, any and all trees upon said real estate that may interfere with the proper maintenance and use of said line of poles and wires; that, as to any other rights said cross-complainant may have in and to said real estate by reason of said written grant it has, by its answer and cross-complaint, waived all interest therein, and, as to any such rights, said real estate shall be sold free and discharged thereof.

Upon the cross-complaint of defendant, Panhandle Eastern Pipe Line Company, the Court finds that on August 21st, 1930, defendant, Catherine B. Sheets, executed and delivered to defendant, Missouri Kansas Pipe Line Company, a written grant of right of way over and through the real estate described in said cross-complaint, and in the complaint herein, to lay, maintain, alter, repair, operate and remove pipe lines and from time to time parallel pipe lines, drips, gates and all appurtenances convenient for the transportation of gas, together with the right of ingress and egress; that said written grant was duly filed for record in the Recorder's Office of Hendricks County, Indiana, on the 24th day of January, 1931, and recorded on the same date in Miscellaneous Record 17, at page 500 of the records of said Office; that thereafter, and prior to the 25th day of March, 1931, the said Missouri Kansas Pipe Line Company sold, assigned, and transferred all of its right, title and interest in and to said grant and right of way to the defendant and cross-complainant, Panhandle Eastern Pipe Line Company; that any and all rights acquired, and now held and possessed, or claimed to be held and possessed, by either, the Missouri Kansas Pipe Line Company or the Panhandle Eastern Pipe Line Company, in and to the said real estate and right of way over and through it by reason of said grant, or the alleged assignment thereof, are junior and subordinate to plaintiff's rights therein under its mortgage.

The Court further finds that the plaintiff is entitled to have the mortgage set out and described in the complaint foreclosed and the real estate described therein sold to pay and satisfy the amount found by the court to be due it upon its complaint and the costs and expenses of this action, and costs and expenses of sale.

It is, therefore, considered and adjudged by the Court that the plaintiff recover of and from the defendant, Catherine B. Sheets, the sum of $4087.48,

and its costs and charges laid out and expended and taxed at $_____and_____ cents, without any relief from valuation and appraisement laws.

It is further considered,adjudged and decreed by the Court that plaintiff's mortgage, set out and described in the complaint, upon the real estate described therein, be and the same is now foreclosed against all of the defendants, and that the equity of redemption of the defendant, Catherine B. Sheets, and of all persons claiming from, under, or through her, in and to the real estate described in the complaint, and heretofore fully set out and described in the findings of the Court herein, be and the same is forever barred and foreclosed, and that said described real estate, and all the right, title, interest and claim of said defendant, Catherine B. Sheets, and of all persons claiming from, under,or through her, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of said County of Hendricks, State of Indiana, as lands are sold on execution, the sale to be without any relief from valuation and appraisement laws; provided, however, the sale of said described real estate shall be made subject to the rights of the cross-complainant, Wabash Valley Electric Corporation, to maintain its line of poles and wires as now built and erected in the public highway bordering said real estate on the North, and to trim, from time to time as occasion may require, any and all trees upon said real estate that may interfere with the proper maintenance and use of said line of poles and wires, but shall be sold free and discharged of any other rights, claims or interest said cross-complainant may have and hold in and to said described real estate; and, provided further, that said real estate shall first be offered for sale subject, also, to the rights of either cross-complainant, Panhandle Eastern Pipe Line Company, or defendant, Missouri Kansas Pipe Line Company, to lay, maintain, alter, repair, operate and remove pipe lines and from time to time parallel pipe lines, drips, gates and all other appurtenances convenient for the transportation of gas, together with the right of ingress and egress, over and through said described real estate, and if said real estate, so encumbered in favor of said cross-complainant or said defendant, shall fail to sell for a sum sufficient to pay and satisfy plaintiff's judgment, principal and interest, and costs, then the same shall be offered for sale free and discharged thereof.

The proceeds arising from said sale to be applied as follows, to-wit:-

First: To the payment of the costs and accruing costs herein:

Second: To the payment of the amount found due the plaintiff upon its complaint, together with interest thereon from this date, at the rate of six and 98/100 (6.98 %) per cent, per annum.

The overpluss, if any, remaining after payment of the costs and accruing costs and the foregoing judgment and interest, to be paid by the sheriff to the clerk of this court for the use of defendant, Catherine B. Sheets.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said costs and accruing costs, the judgment, principal and interest, the residue of said judgment, so remaining unpaid, shall be made out of the goods and chattels, land and tenements of the defendant, Catherine B. Sheets, subject to execution, and sale thereof shall be made without any relief from valuation or appraisement laws.

A duly certified copy of this judgment and decree under the hand and seal of the clerk of this court shall be sufficient authority to said sheriff to serve and executs the same.

Thursday, March 26th, 1931, and the 22nd day of the March Term, 1931.

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

And court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

C. J. Stevenson, Judge.

Friday, March 27th, 1931, and the 23rd day of the March Term, 1931.

Friday Morning, March 27th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

LINGEMAN & LINGEMAN ETC.)
VS) # 12954
S. HERBERT ESSEX)
FLETCHER JOINT STOCK LAND BANK)

Comes now the defendant, S. Herbert Essex, by counsel, and said defendant's petition to set aside default is granted by the Court, and this cause is re-instated. Said defendant, by counsel, files answer and cross-complaint, which answer and cross-complaint is in the words and figures following, to-wit: (H.I.).

MADISON COUNTY TRUST COMPANY,)
VS) # 12825 Finding, Judgt and Decree.
DUDLEY M. WILLISTON, LOUISE H.) Judgt. vs Defts. Arthur Wolf and E. Leona Wolf for $29,017.27 plus Interest and Costs. J. D. 15, Page 230.
WILLISTON, THE UNION TRUST COMPANY)
OF INDIANAPOLIS, TRUSTEE, ARTHUR) Judgt. vs Defts. Dudley M. Williston and Louise H. Williston for $29,290.63 plus Interest and Costs. J. D. 15, Page 231.
WOLF and E. LEONA WOLF, his wife,)

Comes now the cross-complainant in the above entitled cause by its counsel, Edgar M. Blessing and Maurice E. Tennant, and it appearing to the satisfaction of the court by the Sheriff's return to the summons, which summons and the return of the Sheriff endorsed thereon are in the following words and figures, to-wit: (Here Insert)

That the plaintiff herein, Madison County Trust Company, and the defendants, Dudley M. Williston, Louise H. Williston, Arthur Wolf and E. Leona Wolf, have each been duly served with process of this court more than ten (10) days prior to the 10th day of December, 1930, being the date endorsed on said cross-complainant's cross-complaint for the return day of summons thereon.

And it further appearing to the satisfaction of the court that the plaintiff, Madison County Trust Company, is represented by its counsel, Mote, Mantel & Loughry, who have entered their appearance for said plaintiff and have approved this finding, judgment and decree; that the defendants, Dudley M. Williston and Louise H. Williston, are represented by their counsel, Faust and Harrison, and Otis E. Gulley, who have entered their appearance for said defendants and have approved this finding, judgment and decree; that the defendants, Arthur Wolf and E. Leona Wolf, are represented by their counsel, Fenton, Steers, Beasley and Klee, who have entered their appearance for said defendants and have filed an answer in general denial to this cross-complainant's cross-complaint.

And this cause is thereupon submitted to the court, by agreement of all parties thereto except the defendants, Arthur Wolf and E. Leons Wolf, as to whom said cause is now at issue upon their answer in general denial to this cross-complainant's cross-complaint, and it is further submitted upon the issues joined by said plaintiff and all of said defendants upon said plaintiff's complaint herein, for trial, finding, judgment and decree, without the intervention of a jury; and the

evidence being heard and the court being fully advised in the premises, finds for the cross-complainant that all of the allegations in said cross-complainant's cross-complaint are true; that there is owing, past due and unpaid from defendants, Arthur Wolf and E. Leona Wolf, to this cross-complainant, The Union Trust Company of Indianapolis, Trustee, upon its said notes and mortgage exhibited with and sued upon in cross-complainant's cross-complaint herein, in principal and interest the sum of Twenty-seven Thousand One Hundred ninety One Dollars and Fifty-five Cents ($27,191.55); for taxes and assessments the sum of $130.90; for insurance premiums the sum of $297.57; for continuation of abstract of title the sum of $15.75 and further the sum of Thirteen Hundred Eighty-one Dollars and Fifty Cents ($1381.50) as fees for services of said cross-complaint's counsel, making a total of Twenty-nine Thousand Seventeen Dollars and Twenty-seven Cents ($29,017.27), and that said sum of Twenty-nine Thousand Seventeen Dollars and Twenty-seven Cents ($29,017.27) is past due, unpaid and owing from defendants, Arthur Wolf and E. Leona Wolf, on said notes and mortgage to the cross-complainant, The Union Trust Company of Indiana, Trustee, all payable without relief from valuation or appraisement laws, and that said mortgage debt, in that sum is, as against each and all of the defendants to this suit, and as against the plaintiff herein, a valid first lien on the real estate described in and covered by said mortgage, being the real estate which is hereinafter ordered sold; and the court further finds that said cross-complainant's mortgage is a first lien upon said real estate; that said real estate is not susceptible of partition or division; that said defendants Dudley M. Williston and Louise H. Williston, are husband and wife; that said defendants, Dudley M. Williston and Louise H. Williston, are the owners in fee simple of said real estate; that cross-complainant, The Union Trust Company of Indianapolis, Trustee, is entitled to recover against the defendants, Arthur Wolf and E. Leona Wolf, the sum of Twenty-nine Thousand Seventeen Dollars and Twenty-seven Cents ($29,017.27) together with interest and the costs of this action, all without relief from valuation and appraisement laws; and the court further finds that said sum is secured by a mortgage upon the real estate described in cross-complainant's cross-complaint and hereinafter described, and that cross-complainant is entitled to have its said mortgage foreclosed as against the plaintiff herein and against all the defendants, other than this cross-complainant, and to have said real estate sold; and the court further finds that said cross-complainant's mortgage is a first lien upon said real estate, prior and superior to that of the plaintiff herein, Madison County Trust Company.

And the court further finds for the plaintiff, Madison County Trust Company, upon its said complaint herein and that all of the allegations in said complaint contained are true.

And the court further finds that there is due said plaintiff from said defendants, Dudley M. Williston and Louise H. Williston, upon the note and mortgage sued upon in said complaint in principal and interest the sum of Twenty-seven Thousand Two Hundred Ninety Dollars and Sixty-three Cents ($27,290.63); and the further sum of Two Thousand Dollars ($2000.00) as fees for services of said plaintiff's counsel; that the total of said sums due said plaintiff from said defendants, Dudley M. Williston and Louise H. Williston, is the sum of Twenty-Nine Thousand Two Hundred Ninety Dollars and Sixty-three Cents ($29290.63) which sum said plaintiff is entitled to recover from said defendants, Dudley M. Williston and Louise H. Williston, all without relief from

valuation or appraisement laws; and the court further finds that said sum is secured by a mortgage upon the real estate described both in said plaintiff's complaint and in said cross-complainant's cross-complaint and hereinafter described, and that said plaintiff is entitled to have its said mortgage forclosed as against all of the defendants herein except defendant and cross-complainant, The Union Trust Company of Indianapolis, Trustee, and to have said real estate sold; and the court further finds that said plaintiff's said mortgage is a lien upon said real estate next in priority to the lien of the mortgage of the cross-complainant, The Union Trust Company of Indianapolis, Trustee.

IT IS, THEREFORE, CONSIDERED AND ADJUDGED by the court that said cross-complainant, The Union Trust Company of Indianapolis, Trustee, have and recover of and from said defendants, Arthur Wolf and E. Leona Wolf, the sum of Twenty-nine Thousand Seventeen Dollars and Twenty-seven Cents ($29,017.27) together with interest thereon from the 27th day of March, 1931, to the date of the sale hereinafter ordered, and with the costs of this action and all accruing costs, without relief from valuation or appraisement laws.

IT IS FURTHER CONSIDERED AND ADJUDGED by the court that the plaintiff, Madison County Trust Company have and recover of and from said defendants, Dudley M. Williston and Louise H. Williston, the sum of Twenty-Nine Thousand Two Hundred Ninety & 63/100 Dollars, together with interest thereon from the 27th day of March, 1931, and with its costs in this action and all accruing costs, without relief from valuation or appraisement laws.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the equity of redemption of the plaintiff, Madison County Trust Company, and of said defendants, Dudley M. Williston and Louise H. Williston and Arthur Wolf and E. Leona Wolf, and of all persons claiming from, under, by or through them, or any of them, in and to said mortgaged premises, in Marion County, Indiana, to-wit:

Lot nine (9) in Northern Estates First Section and Addition to the City of Indianapolis as shown by Plat Book 23 page of the Records of the Recorders office of Marion County, Indiana,

be and the same is forever barred and forclosed, except as the right to redeem the same is provided by the statutes of the State of Indiana, and said real estate, and all right, title, interest and claim of said plaintiff and said defendants, other than the cross-complainant herein, The Union Trust Company of Indianapolis, Trustee, or any one of them, and of all persons claiming from, under, by or through them, or any one of them, in and to said real estate, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Marion County, Indiana, as other lands are sold on execution, such sale to be made without any relief whatsoever from valuation or appraisement laws, and the proceeds arising from said sale the Sheriff is ordered and directed to apply in the following manner:

FIRST. To the payment of all costs accruing and to accrue in this cause.

SECOND. To the payment of the judgment of said cross-complainant, The Union Trust Company of Indianapolis, Trustee, in the sum of Twenty-nine Thousand Seventeen Dollars and Twenty-seven Cents ($29,017.27), plus interest at the rate of eight per cent per annum from the 27th day of March, 1931, as herein rendered.

THIRD: To the payment of the judgment of the plaintiff, Madison County Trust Company, in the sum of Twenty-Nine Thousand Two Hundred Ninety & 63/100 Dollars, plus interest at the rate of eight per cent per annum from the 27th day of March, 1931, as herein rendered.

The over-plus, if any, remaining after the payment of the foregoing judgments, interest and costs to be paid by the Sheriff to the Clerk of the court for the use of the defendants, Dudley M. Williston and Louise H. Williston, and of any other person or persons lawfully authorized to receive the same; and in the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest and costs of cross-complainant, The Union Trust Company of Indianapolis, Trustee, the prior lien holder herein, the residue thereof shall be levied upon the property of the defendants, Arthur Wolf and E. Leona Wolf; and in the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest and costs of plaintiff, Madison County Trust Company, the residue thereof shall be levied upon the property of the defendants, Dudley M. Williston and Louise H. Williston; all subject to execution and sale, and all without any relief whatsoever from valuation and appraisement laws.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that upon the making of said sale the Sheriff shall, as the law requires, issue to the purchaser a Sheriff's Certificate of sale for the real estate so sold, which shall, unless said real estate sold shall be redeemed from said sale, entitled said purchaser to a Sheriff's Deed for the real estate to which it applied upon the expiration of the period of redemption provided by the statutes of the State of Indiana; that upon the expiration of said period of redemption, if there shall be no redemption, the Sheriff of Marion County, Indiana, shall execute to the person or persons entitled thereto, a deed of conveyance of the real estate so sold and not redeemed; that the defendants to this suit, and all persons claiming from, under, by or through them or any of them, then in possession of said real estate or of any part thereof, upon demand and on the exhibition of said Sheriff's deed of conveyance or of a certified copy thereof, shall forthwith surrender to the grantee or grantees in such deed of conveyance, or his or their assigns, the full possession of said real estate, and this cause shall remain on the docket for the enforcement of this order for possession.

GURNSEY RAY)
VS)# 13047
W. A. OPPLE)

Come now the parties in persons and by counsel, and the motion of the defendant, William A. Opple, for a directed verdict is overruled by the Court, to which ruling the defendant, William A. Opple separately excepts.

The jury is again brought into open Court, and before the beginning of argument, the defendant, Helen Opple, tenders her separate instructions numbered from one to 17 inclusive, and the defendant, William A. Opple, tenders his separate instructions numbered from one to four inclusive, and each requests the Court to indicate before argument, what instructions will be given and which refused.

And the plaintiff tenders instructions numbered one and two. And the Court indicates before argument what instructions so tendered will be given and what instructions so tendered will be refused. The defendants each submitt interrogatories to be answered, which interrogatories are as follows, to-wit: (H.I.).

And now at the close of argument of counsel, the Court gives of its own motion instructions numbered from one to nine inclusive to the giving of each one of which the defendants each separately and severally excepts, and the giving of each of which the plaintiff excepts. And the Court gives of the instructions tendered by Helen Opple, instructions numbered 2, 3, 4, 5, 6, 9, 11, 14, 16 and 17, to the giving of each of which the plaintiff excepts. And the Court refuses to give of the instructions tendered by Helen Opple, instruction numbered 1, 7, 8, 10, 12, 13 and 15, to which refusal each of the defendants separately excepts and to each one thereof. And the Court gives of the instructions tendered by the plaintiff, instructions number one, to the giving of which the defendants each separately except, and the Court refuses to give instruction number two as tendered by the plaintiff, to which refusal the plaintiff excepts. And the interrogatories tendered by the defendant are submitted to jury for answer.

And the Court gives of the instructions tendered by W.A. Opple Ins. No. 1, 2 added to the giving of each one of which the plaintiff excepts and the Court refuses to give Ins. No 3 so tendered to the refusal of which the defendant W.A. Opple excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the Jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court .

C. J. Stevenson, Judge.

Saturday Morning, March 28th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7119
BENJAMIN LARISON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Benjamin Larison, in his own proper person, and said defendant having shown to the Court that he is unable financially to employ counsel, requests the Court to appoint an attorney to defend him as a poor person. The Court being sufficiently advised, does now appoint Horace L. Hanna to defend,who now comes and accepts said appointment.

This cause being set for trial, and the parties being present, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: J. S. Jones, Bert Henderson, H. J. Woody, John Crosby, Walter Moon, Neal Disney, Eugene Ratlif, Frank Canary, John Lux, Martin F. King, Ross Brickert and Claud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

After hearing the evidence, and with the consent of the defendant, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M., Monday, 30th, 1931.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, March 30th, 1931.

Court met pursuant to adjournment,
Present Honorabel A. J. Stevenson, Judge.

FRANK DALY, ET AL)
VS) # 13098
EDWARD P. SHOWERS, ET AL)

Comes now the defendant, by counsel, and files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.).

HERMAN J. SELIG)
VS) # 12876
FRED W. DAVIS, ET AL)

Comes now the defendant, First National Bank of Monrovia, by counsel, and files answer in general denial and also additional paragraph of affermative, which answer in general denial and additional paragraph of affermative is in the words and figures following, to-wit: (H.I.).

O. J. LARKIN)
VS) # 12886
JEREMIAN HADLEY, ET AL)

Comes now the parties, by counsel, and the Court does now overrule the plaintiff's motion to strike out.

It appearing to the Court that Amanda O. Castetter is of unsound mind, the Court does now appoint George E. Easley guardian ad Litem, and said guardian is ruled to answer on or before April 4th, 1931.

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the parties, by counsel, and the Court does now overrule the plaintiff's motion to strike out, to which ruling the plaintiff duly excepts.

And it appearing to the Court that the defendant, Amanda O. Castetter is of unsound mind, the Court does now appoint George E. Easley guardian ad Litem for said Defendant Amanda O. Castetter, and said guardian is ruled to answer on or before April 4th, 1931.

THE STATE OF INDIANA)
VS) # 7119
BENJAMIN LARISON)

Come now the parties, in persons and by counsel, and the jury is again brought into open Court and the taking of the evidence is continued.

After hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Tuesday, March 31st, 1931.

GURNSEY RAY)
VS) # 13047(This entry is of March 28th, 1931.)
W. A. OPPLE)
HELEN OPPLE)

Comes now the parties, in persons and by counsel, and the jury is again brought into open Court and returns a verdict in favor of the plaintiff in the sum of $1000.00, and against the defendants, William A. Opple and Helen Opple, which verdict is as follows; to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

GURNSEY RAY
VS
W. A. OPPLE and
HELEN OPPLE

We, the jury, find for the plaintiff against the defendants, William A. Opple and Helen Opple and assess his damages at the sum of $1000.00.

J. Sherry Jones
Foreman

The Jury also returns interrogatories answered, which answers are in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, March 31st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BENNETT TINCHER)
VS) # 13115
WYATT W. COSNER)
JOSEPH S. CARTER)

Comes now the defendant, W. E. Christie, Guardian of Joseph S. Carter, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

EDGAR DITSENBERGER)
VS) # 13175
RICHARD HAMBURGER)

Comes now the defendant, by counsel, and files affidavit for change of venue of this case from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7119
BENJAMIN LARISON)

Comes now the parties, in persons and by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued and concluded.

At the close of all evidence and before the arguments, the defendant tenders instructions numbered from one to four inclusive, and asks the Court to indicate before argument what instructions will be given and which refused, and the Court so indicates.

At the close of all the argument, the Court instructs the jury in writing and in writing only, and gives of its own motion instructions numbered from one to fourteen inclusive, and to the giving of each one of which the defendant excents, and the giving of each one of which the State of Indiana also objects and excepts. And the Court gives of the instructions tendered by the defendant, instructions numbered one and two, to the giving of each of which the State of Indiana objects and excepts. And the Court refuses to give of the instructions tendered by the defendant instructions numbered three and four, to which refusal the defendant excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructi ns given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and in the presence of the defendant, returning a verdict of guilty of the crime of rape, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

STATE OF INDIANA

VS

BENJAMIN LARISON

We, the jury, find the defendant, Benjamin Larison, guilty of the crime of rape upon Anna Larison, a female child under the age of sixteen years, and that his true age is 47.

J. Sherry Jones

Foreman

EDWARD GROSS, Plaintiff)
-vs-) # 13210 D E C R E E Judgt. vs Pltf. for Costs.
ELLA GROSS, Defendant) J. D. 15, Page 231.

Comes now the plaintiff in person and by his counsel, Raymond Demaree, and also comes the prosecuting attorney and it appearing to the satisfaction of the court by the summons and return of the Sheriff endorsed thereon and filed herein, as follows: (H.I.) the defendant was duly served with process ten days prior to the return day thereof and said defendant was represented by counsel, and said counsel, by leave of Court, withdrew his appearance.

The said defendant, three times loudly called in open Court, but comes not, and herein wholly makes default. That it is respectifully shown to the Court that said complaint was filed on the 31st day of March, 1930, that thereafter, to-wit, on the 7th day of March, 1931, the plaintiff herein filed a change of venue from the county, which was sustained as follows (H.I.); that on the 10th day of March, 1931, by agreement of parties, said change of venue was set to the Hendricks Circuit Court as follows (H.I.) That on the 31st day of March, 1931, by permission of said County, counsel for the defendant Fred Steiger withdrew his appearance for the defendant herein and thereafter the defendant was represented by Arnie Watson, prosecuting attorney for the 55th Judicial District. And thereafter, to-wit, on the 31st day of March, 1931, by permission of the Court the plaintiff herein filed a second paragraph of complaint.

And now this cause is submitted to the Court for trial on Plaintiff's second paragraph of complaint. The evidence being heard and the Court being duly advised in the premises now finds; that the plaintiff is entitled to a decree of divorce from the defendant on the grounds alleged in his second paragraph of complaint; that he is a proper and suitable person to have the care, custody and education of their minor children named in the complaint and is entitled to their custody until the further orders of this Court.

It is therefore considered, adjudged and decreed by the Court that the bonds of matrimony existing between the plaintiff and defendant be dissolved and

that the plaintiff be granted an absolute divorce; that the plaintiff have the care and custody of the following named children, to-wit: Edward Gross, age thirteen, and Martha Jane, age eleven, until further orders of this Court. That the defendant be permitted to see said children at all reasonable times.

That the custody of Edward Gross and Martha Jane Gross, the fruits of said marriage are hereby awarded to said plaintiff, Edward Gross; that the plaintiff be required to pay the costs of this action, taxed at $_____.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, April 1st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

The State of Indiana)
vs) #7084
John Wayt)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, John Wayt, in person and by counsel, and the regular Judge having been of counsel in this case, now desqualifies himself, and the said parties agree in open Court upon Honorable John T. Hume, practising attorney at this bar, as special Judge in this cause.

And now comes, John T. Hume, herein and accepts said appointment and qualifies as special judge and assumes jurisdiction of said cause, which qualifications are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931

The State of Indiana)
AGAINST) No. 7084
John Wayt)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this cause, do hereby appoint John T. Hume, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
April 1 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, John T. Hume, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of The State of Indiana against John Wayt, so help me God.

John T. Hume

Subscribed and sworn to this 1st day of April 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

And now comes the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the defendant, in person and by counsel, and waives arraignment and enters his plea of not guilty.

Arny M. Watkins, prosecuting attorney and the defendant, in person and by counsel, in open Court waives the right to a trial by jury and consents to trial by the Court, to which the State agrees. And the Court does now hear the evidence in this case.

John T. Hume
Special Judge

THE STATE OF INDIANA)
VS) # 7123 Judgt. vs Deft. for $5.00 Fine and Costs.
PAUL CHAMBERS) J. D. 15 Page 231.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and enters his plea of guilty to the charge of petit larceny.

Whereupon the Court finds that the defendant is guilty of petit larceny as charged in the affidavit and that he should be fined in the sum of $5.00, and he should be imprisoned in the Indiana State Farm for a period of three months, and that he should pay the costs of this prosecution.

It is, therefore considered and adjudged by the Court that the defendant, Paul Chambers , be and he is fined in the sum of $5.00, and that he be and he is imprisoned in the Indiana State Farm for a period of three months.

It is further considered and adjudged by the Court that the said defendant, Paul Chambers, pay the costs of this prosecution, laid out, expended and taxed at _____dollars and _____ cents.

The Court further finds that by reaon of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during said defendant's good behavior, and that said, Paul Chambers be permitted to go at liberty on probation so long as he behaves well.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, April 2nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7084
JOHN WAYT)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, John Wayt, in person and by counsel, and the hearing of the evidence is continued. And the Court having heard all the evidence adduced, and being fully advised in the matter, finds the defendant not guilty.

It is, therefore, considered and adjudged by the Court that the defendant, John Wayt, be discharged and go hense without day.

John T. Hume
Special Judge

THE STATE OF INDIANA)
VS) # 7119 Judgt. vs Deft. for Costs.
BENJAMIN LARISON) J. D. 15, Page 231.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the defendant, Benjamin Larison, is again brought into open Court and is now asked in open Court if he has any cause or legal reason to show why judgment should not be pronounced against him upon the verdict of the jury, and no legal reason is shown.

It is therefore now ordered and adjudged by the Court that the defendant is 47 years of age and is guilty of rape as charged in the affidavit, and that the said defendant, Benjamin Larison, be and he is imprisoned in the Indiana State Prison for a period of not less than five years nor more than twenty-one years.

It is further considered and adjudged by the Court that the said defendant, Benjamin Larison, be and he is disfranchised for a period of five years, and that he pay the costs of this action, taxed at _____dollars and _____ cents, all of which is now adjudged and decreed by the court.

STATE OF INDIANA,)
VS) # 101 Dependent & Neglected Children.
LUTHER OTTO LARRISON)
BLANCHE MARIE LARRISON)

Comes now Alice Larison, step-mother of Luther Otto Larrison and Blanche Marie Larrison, minors in whose custody said minors now are and file her answer to said petition waiving notice and consenting to the prayer of said petition, which answer is in the words and figures following, to-wit: (H.I.).

And it appearing to the Court that the father of said children has been sentenced to prison and it further appearing that said children are each under the age of sixteen years, and have no one on whom to depend for support, now finds that said children should be made wards of the Board of Children Guardians of Hendricks County, Indiana.

It is therefore now adjudged and decreed by the Court that Luther

Otto Larrison age 11 years and Blanche Marie Larrison, age 7 years, be, and they are hereby made wards of the Board of Children Guardians of Hendricks County, Indiana, until further order of the Court.

Done in open Court this 2nd day of April, 1931.

A. J. Stevenson, Judge.

WILLIAM V. ROOKER)
VS) # 13104
JOHN L. DUVALL)
ALBERT L. DUVALL)
WASHINGTON BANK & TRUST CO.)

Comes now Brandt C. Downey, receiver, by counsel, and files petition to be submitted as party defendant, which petition is in the words and figures following, to-wit: (H.I.). And the Court being sufficiently advised, does now grant said petition.

Said Brandt C. Downey, receiver, does now file answers and cross-complaint, which answers and cross-complaint are in the words and figures following, to-wit: (H.I.).

Comes also the defendant, John L. Duvall, by counsel, and files petition for stay of proceedings, which petition is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M., Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, April 3rd, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Comes now the defendant, William A. Opple, by counsel, and files motion for judgment on interrogatories not withstanding general verdict, which motion is in the words and figures following, to-wit: (H.I.).

FRANK E. GATES)
VS) # 12890 Judgt. VS Deft. for $2500.00 and Costs.
RUSSELL V. FITCH) J. D. 15, Page 232.

Come now the parties, by counsel, and the Court does now render judgment on the verdict of the jury.

It is, therefore, considered and adjudged, by the Court, that the plaintiff, Frank E. Gates, have and recover of and from the defendant, Russell V. Fitch, the sum of $2500.00, together with the costs of this action, taxed at _____ dollars and _____cents.

April 16th, 1931 - Notice is hereby given that a bill of exceptions will be presented for signature and allowance on the 16th day of April, 1931, at 10 o'clock A. M. Plaintiff waives service of this notice. Dated this 16th day of April, 1931. O. G. Pollitt, Atty. for Plaintiff.

IKE W. SHAW)
VS) # 12905
B. E. ARBUCKLE,)
CHRISTIAN NAME)
UNKNOWN.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before, April 10th, 1931.

ORA COCKERELL)
ERNEST WALTER)
TRADING AS COCKERELL)
AND WALTER)
VS) # 12953
JOHN G. McCORD)

Comes now the defendant, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

NETTIE B. HELMS)
VS) # 12960 Judgt. vs Deft. for $1060.00 and Costs.
LAFAYETTE A. JACKSON, ETC.) J. D. 15, Page 232.

Come now the parties, by counsel, and upon motion of the plaintiff, the Court does now render judgment on the verdict of the jury.

It is, therefore, considered and adjudged by the Court that the plaintiff, Nettie B. Helms, have and recover of and from the defendant, Lafayette A. Jackson, the sum of $1060.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

CLARA A. GILBERT AS)
ADMINISTRATRIX OF THE)
ESTATE OF CLARENCE A.)
GILBERT, DECEASED.)
VS) # 12990 Judgt. vs Deft. for $3500.00 and Costs.
ELWOOD POLLOM) J. D. 15, Page 232.

Come now the parties, by counsel, and the Court renders judgment of the verdict of the jury.

It is, therefore, considered and adjudged by the Court, that the plaintiff have and recover of and from the defendant, Elwood Pollom, the sum of $3500.00 together with the costs of this action, taxed at _____dollars and _____cents.

April 16th, 1931 Notice is hereby given that a bill of exceptions will be presented for signature and allowance on the 16th day of April, 1931 at 10 o'clock A. M. Plaintiff waives service of this notice. Dated this 16th day of April, 1931. O. G. Pollitt, Atty. for Plaintiff.

And Court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, April 4th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the defendant, by counsel, and files motion to strike out complaint, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised in its premises, does now over-rule said motion, to which ruling the defendant excepts.

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the defendant, by counsel, and files motion to strike out complaint, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised in its premises, does now over-rule said motion, to which ruling the defendant excepts.

ESTHER BRILL)
VS) # 13065
GREENEBAUM SONS)
INVESTMENT COMPANY)

Comes now the defendant, by counsel, and files 2nd paragraph of answer to plaintiff's 2nd paragraph on complaint, which 2nd paragraph of answer is in the words and figures following, to-wit: (H.I.).

EASTERN ROCK ISLAND)
PLOW COMPANY)
VS) # 13160 Judgt. vs Deft. for $74.05 and Costs.
GRANT REEVES) J. D. 15, Page 232.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court, having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff on note sued upon in plaintiff's complaint, the sum of $59.05 in principal and interest, and the further sum of $15.00 as a fee for the services of the plaintiff's attorney, all of which the plaintiff is entitled to have and recover from the defendant, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Grant Reeves, the sum of $74.05, together with the costs for this action taxed at _____dollars and _____cents.

AARON DEICH)
VS) # 13199 Judge. vs Deft. for $86.10 and Costs.
JOHN RUSSELL PLUMMER) J. D. 15, Page 233.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff from defendant on note sued upon in plaintiff's complaint, the sum of $86.10 in principal and interest, and the further sum of $20.00 as a fee for which plaintiff is entitled to have and recover of and from the defendant, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, John Russell Plummer, the sum of $86.10 together with the costs for this action taxed at _____dollars and _____cents.

MARTIN MILLIKAN)
VS) # 11995
CHARLES RAILBACK)

Come now the parties, by counsel, and the defendant files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: J. S. Jones, Bert Henderson, Edward Christie, John Crosby, Ernest Tinder, Neal Disney, Eugene Ratliff, Frank Canary, John Lux, Martin F. King, Ross Brickert and Claud Jordan, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

Part of the evidence being heard in this case, additional examination of the plaintiff is ordered published.

At the close of all the evidence for plaintiff and after the plaintiff has rested, the defendant moves the Court to direct jury to return a verdict for the defendant. And the Court being sufficiently advised, does now over-rule said motion, to which ruling of the Court the defendant duly excepts. And the taking of the evidence is continued and concluded, and the defendant before arguments tenders instructions numbered one and two.

At the conclusion of arguments of counsel, the Court instructs the jury in writing only, giving of its own motion instructions numbered one to fifteen

inclusive, to the giving of each one of which separately and severally, the plaintiff and defendant each for himself separately and severally objects and excepts. The Court gives all instructions tendered by the defendant instructions numbered one,to the giving of which the plaintiff excepts. The Court refuses to give instruction numbered two as tendered by the defendant, to which refusal the defendant duly excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and returns a verdict for the defendant, Charles Railback, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

MARTIN MILLIKAN

VS

CHARLES RAILBACK

We, the jury, find for the defendant.

W. E. Christie
Foreman

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, April 6th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

CLAYTON HARDWARE &)
LUMBER COMPANY)
VS)# 13183 Judgt. vs Pltf. for Costs.
HERTHA ROGERS) J. D. 15, Pg. 233
ULLEN ROGERS)

Come now the parties, by counsel, and the Court having heard the evidence and being duly advised, does now find for the defendants and against the plaintiff, and that the plaintiff is not entitled to recover on the cause of action sued upon in the plaintiff's complaint.

The Court further finds that the plaintiff should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, the Clayton Hardware and Lumber Company, recover nothing on this cause of action sued upon, and the said plaintiff is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ESTHER BRILL)
VS) # 13065
GREENEBAUM SONS)
INVESTMENT CO.)

Come now the parties, by counsel, and the plaintiff files reply to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

This cause being at issue is submitted to the Court for tril, finding and decree, without the intervention of a jury.

After hearing a part of the evidence in this case, the Court adjourns until 9:00 o'clock A. M. Tuesday, April 7th, 1931.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, April 7th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

LESLIE WARNER)
VS) # 13212 Judgt. VS Defts. for Costs.
MARRIE NEW) J. D. 15, Page 233.
WILLIAM KEY)

Comes now the plaintiff, by counsel, and comes also the defendants in persons, and by agreement in open Court, the Court does now find for the plaintiff, and that the allegations of the plaintiff's complaint are true and that the plaintiff should be entitled to the immediate possession of the automobile described in the complaint.

The Court further finds that the plaintiff should be entitled to have and recover his costs of this action.

It is, therefore, considered and adjudged by the Court, that the plaintiff, Leslie Warner, be and he is entitled to the immediate possession of the automobile described in the plaintiff's complaint.

It is further considered and adjudged by the Court that the defendant, Marrie New and William Key pay the costs of this action, taxed at _____ dollars and _____ cents.

ESTHER BRILL)
VS) # 13065
GREENEBAUM SONS)
INVESTMENT COMPANY)

Come now again the parties, by counsel, and the taking of the evidence is continued.

At the close of the plaintiff's case, and after the plaintiff has rested, the defendant moves the Court to render judgment for the defendant on each paragraph of the complaint, separately and severally. The Court being sufficiently advised, does now over-rule said motion as to the second paragraph of the complaint, to which ruling of the Court the defendant duly excepts. And the Court withholds ruling on motion as to the first paragraph of complaint.

The taking of the evidence is continued and concluded, and the Court takes this cause under advisement.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Wednesday Morning, April 8th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, April 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ANTOINETTE PETTY) # 13221
VS) Decree. Judgt. vs Pltf. for Costs.
JESS LEE PETTY.) J. D. 15, Page 245.

Comes now the plantiff, Antoinette Petty, in her own proper person, and by counsel herein, and shows to the Court proof of publication of notice to the defendant, Jess Lee Petty, in "The Eastside Review", a public weekly newspaper of general circulation, printed and published in the City of Indianapolis, Marion County, Indiana, from which the Court finds that said notice was published for three successive weeks, the first of which publication was on the 6th day of February, 1931, and the last of which was on the 20th day of February, 1931, and fixing the 28th day of March, 1931, as the day upon which said defendant was to appear in Court and answer or demur to the plaintiff's complaint herein.

And now the said defendant, Jess Lee Petty, comes not but after being three times loudly called in open court, wholly makes default herein.

Comes now Arny M. Watkins, Prosecuting Attorney of the 55th judicial district, and being first tendered his fee herein, files an answer in general denial and defends said cause upon behalf of the State of Indiana.

Upon the issues thus joined, 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 first duly advised in the premises, finds generally for the plaintiff that the allegations of her complaint are true; that she is entitled to a decree of divorce from the defendant, Jess Lee Petty; that her maiden name of Antoinette Moore is to be restored; and that she pay the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff be and she hereby is granted an absolute divorce from the defendant; that her maiden name of Antoinette Moore be and the same is hereby restored to her; and that she pay the costs of this action taxed at _____Dollars, ($_____).

And court adjourned until 9:00 o'clock A. M.,Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, April 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ADMISSION OF OSCAR T. SCAMAHORN TO THE BAR } Admitted to Bar.

Comes now James L. Clark a qualified practicing Attorney of this court and moves the Court, that Oscar T. Scamahorn be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Marion H. Roberts 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 Councillor at-law at this Bar; so help him God.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, April 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARIE CASSADY)
VS) # 13143 Divorce.
ORBA CASSADY)

Comes now plaintiff in person and by counsel, and it appearing to the satisfaction of the court by summons and sheriff's return thereon, which are as follows;

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of Marion County, Greeting:

You are hereby commanded to summon Orba Cassaday (Lincoln Hotel, Indianapolis, Indiana. Drives Cab #13 - Yellow Cab Co.) to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 8" day of January, 1931, being the 4" day of the January Term, held in the Court House in Danville, beginning on the 1" Monday of January, 1931, to answer the complaint of Marie Cassaday and of this writ make due return.

WITNESS, the Clerk of said Court, and the seal thereof hereunto affixed at Danville, Indiana, this 27th day of December, 1930.

(SEAL) Frank Tucker, Clerk.

I hereby certify that the above is a true copy of the original Summons.

SHERIFF'S FEES _____Sheriff.

Mileage $ .20
Return $ .20
$ .40

This writ came to hand DEC 30 1930 and I have made diligent search, and fail to find any of the within named defendants within my bailiewick, Orba Cassaday.

George L. Winkler Sheriff of Marion County.

Per H. H. Hawkins,Deputy.

that defendant has been duly served with process for more than ten days before the present term of court and more than sixty days before the day set for trial, this cause is submitted to the court for hearing and trial.

And the court having heard evidence and being fully advised in the premises, finds for the plaintiff that she is entitled to a decree of divorce from the defendant on the grounds of abandment as alleged in her complaint.

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

And that the plaintiff's maiden name of Marie Thompson be restored to her.

ORA COCHERELL)
ERNEST WALTER)
TRADING AS COCHERELL)
& WALTER)
VS) # 12953
JOHN G. McCORD)

Comes now the parties, by counsel, and they having in open Court

agreed that this case shall be sent to Montgomery County, the Court does now sustain the motion for a change of venue of this case from the County, and does send the same to Montgomery County. The defendant is given ten days in which to pay the costs and perfect the change.

H. L. FREEMAN)
VS) # 12585 Judgt. vs Pltf. for costs.
OLIN CHEVROLET CO.) J. D. 15, Page 234.

Comes now the defendant, by counsel, and this cause having been set for trial and the day and hour of trial having arrived, and the plaintiff failing to appear, this cause is now on motion of the defendant dismissed at plaintiff's costs for want of prosecution.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, H. L. Freeman, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, April 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA, EX REL)
EMMA PETTY, ETC.)
VS) # 12557
HAROLD M. KNETZER, ET AL)

Comes now the defendant, The Fidelity & Casualty Company of New York, and files demurrer to amended complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA, EX REL)
LUKE PETTY BY HIS NEXT)
FRIEND EDWARD M. PETTY.)
VS) # 12588
HAROLD M. KNETZER, ET AL)

Comes now the defendant, The Fidelity & Casualty Company of New York, and files demurrer to amended complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

O. J. LARKIN)
VS) # 12886
JEREMIAH HADLEY, ET AL)

Comes now the guardian ad litem, herein, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the guardian ad litem, herein, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

FRANK E. GATES)
VS) # 12890
RUSSELL V. FITCH)

Comes now the defendant, by counsel, and files motion and reason for a new trial, which motion and reason is in the words and figures following, to-wit: (H.I.).

JOHN WATT)
VS) # 13233
ELLA HARDESTY, ET AL)

Comes now the plaintiff, by counsel, and the Court does now order non-resident notice issued for the defendants, Henderson Hardesty and Everett McCoy, making the same returnable the ___ day of June, 1931.

STILWELL WILSON)
VS) # 13102
FRED MARSHALL)

Comes now the plaintiff, by counsel, and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, April 14th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ADMISSION OF GEORGE W. HADLEY TO THE BAR.) Admitted to Bar.

Comes now Arny M. Watkins, a qualified practicing Attorney of this court and moves the Court, that George W. Hadley be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said George W. Hadley 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF THOMAS J. COREY TO THE BAR.) Admitted to Bar.

Comes now John A. Kendall, a qualified practicing Attorney of this court and moves the Court, that Thomas J. Corey be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Thomas J. Corey 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 Councillor at-law at this Bar; so help him God.

STILWELL WILSON)
VS) # 13102
FRED MARSHALL)

Comes now the parties, by counsel, and the defendant files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

By agreement of the said parties, the Court does now appoint Dr. C. W. Thomas to make physical examination of the party plaintiff.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: Claud Jordan, Ross Brickert, Neal Disney, J. S. Jones, Frank Canary, John Crosby, Gene Ratcliff, Walter Moon, Vert Henderson, H. J. Woody, Lewis Johnson, and Martin F. King, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

After the hearing of all of the evidence in this case, arguments are waived and the Court instructs the jury orally.

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the Jury is again brought into open Court and returns a verdict in favor of the plaintiff, Stilwell Wilson, in the sum of $150.00, which verdict is in the words and figures following, to-wit:

V E R D I C T

STATE OF INDIANA) SS
HENDRICKS COUNTY)

STILLWELL WILSON
VS
FRED MARSHALL

We, the jury, find for the plaintiff, and assess his damages in the sum of $150.00.

J. Sherry Jones,
Foreman

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Wednesday Morning, April 15th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

CORNELIUS A. DISNEY, ADMINISTRATOR)
OF THE ESTATE OF EVERETT P. DISNEY,)
DECEASED.)
VS) # 13153
PENNSYLVANIA RAILROAD CO., ET AL.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed,and the plaintiff paid the costs on dismissal.

It is, therefore, considered,ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Cornelius A. Disney, Administrator of the Estate of Everett P. Disney, deceased,has payed this costs of this action.

THE STATE OF INDIANA)
VS) # 7142
WILLIAM RAY)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in person and he being duly arraigned, enters his plea of not guilty. The Court fixes his bond at $1000.00.

THE STATE OF INDIANA)
VS) # 7141 Judgt. vs Deft. for $100.00 fine and Costs.
LEWIS LARIMORE) J. D. 15, Page 234.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, who being duly arraigned enters his plea of guilty to the charge of sale of intoxicating liquor.

Whereupon the Court being duly advised, finds that the defendant, for the offense by him committed should make his fine to the State of Indiana in the penal sum of $100.00, and that he should be imprisoned in the Indiana State Farm for a period of six months, and that he should pay and satisfy the costs and charges herein or stand committed until said fine and costs are stayed or paid.

It is, therefore, considered adjudged by the Court that the defendant, Lewis Larimore, for the offense by him committed do make his fine to the State of Indiana in the penal sum of $100.00, and that he be and he is imprisoned in the Indiana State Farm for a period of six months, and that he pay and satisfy the costs and charges herein taxed at _____dollars and _____cents, or stand committed until said fine and costs are stayed or paid.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant, Lewis Larimore, shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said

Lewis Larimore be permitted to go at liberty on probation so long as he behaves well.

THE STATE OF INDIANA)
VS) # 7143 Judgt. vs Deft. for $100.00 fine and Costs.
OTIS HUGHS) J. D. 15, Page 234.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, who being duly arraigned enters his plea of guilty to the charge of sale of intoxicating liquor.

Whereupon the Court being duly advised, finds that the defendant for the offense by him committed should make his fine to the State of Indiana in the penal sum of $100.00, that he should be imprisoned in the Indiana State Farm for a period of thirty days, and that he should pay and satisfy the costs and charges herein or stand committed until said fine and costs are stayed or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Otis Hughøs, for the offense by him committed do make his fine to the State of Indiana in the penal sum of $100.00, that he be and he is imprisoned in the Indiana State Farm for a period of thirty days, and that he pay and satisfy the costs and charges herein taxed at _____dollars and _____cents, or stand committed until said fine and costs are stayed or paid.

THE STATE OF INDIANA)
VS) # 7144 Judgt. vs Deft. for $25.00 fine and costs.
HERBERT GLADDEN) J. D. 15, Page 239.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and being duly arraigned in open Court for his plea says that he is guilty of the charge of reckless driving as set forth in the affidavit.

Whereupon the Court being duly advised, finds that the defendant for the offense by him committed should make his fine unto the State of Indiana in the penal sum of $25.00, and that he should pay the costs of this prosecution.

It is recommended by the Court, that the driver's license issued to the defendant, Herbert Gladden be revoked.

It is, therefore, considered and adjudged by the Court that the defendant, Herbert Gladden, be and he is committed to make his fine unto the State of Indiana in the penal sum of $25.00, and that he pay the costs of this prosecution, taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, April 16th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13200
FRED CLINE, ET AL.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before April 23rd, 1931.

WEST SIDE LUMBER COMPANY.)
VS) # 13205
SADIE BUSH, ET AL.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before April 23rd, 1931.

THE HUENEFIELD COMPANY.)
VS) # 13186 Judgt. vs Deft. for $68.20 and Costs.
LYLE B. DOTY.) J. D. 15, Page 235.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and returns are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than 10 days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff from the defendant on the account sued upon, the sum of $68.20, which amount the plaintiff should be entitled to have and recover of and from the defendant, Lyle B. Doty, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Lyle B. Doty, the sum of $68.20, together with the costs for this action taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, April 17th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WALTER E. CARTER)
vs) # 13170 Judgt. vs Pltf. for Costs and $20.00 every two weeks until $520.00 has been paid, then $10.00 every two wks.
ALICE NELSON CARTER) J. D. 15, Page 235.

Come the parties and this cause, being at issue, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

And now before the introduction of any evidence upon the merrits of the case the plaintiff dismisses his complaint, and the court now hears the evidence upon the cross-complaint of the defendant.

The court, having heard the evidence and being sufficiently advised, finds for the cross-complainant upon her said cross-complaint, that the allegations thereof are true and that the cross-complainant is entitled to a divorce from the cross-defendant, Walter E. Carter, upon the grounds alleged in her said cross-complaint.

The court further finds that the cross-complainant is a suitable person to have the care and custody of the infant child, Mary Kathryn Carter.

It is, therefore, considered and adjudged by the court that the bonds of matrimony existing between the cross-complainant, Alice Nelson Carter, and the cross-defendant, Walter E. Carter, be and the same are hereby dissolved and held for naught and that the cross-complainant be, and she is, granted an absolute divorce from the said Walter E. Carter.

It is ordered by the court that the cross-complainant have the care, custody and education of the infant child, Mary Kathryn Carter, until the further order of the court. It is further ordered by the court that the cross-defendant, Walter E. Carter, pay to the clerk of this court the sum of $10.00 on Monday, April 20th. 1931, and the sum of $20.00 every two weeks thereafter until the sum of $520.00 has thus been paid, for the support and education of said infant child, the same amounts to be paid by said clerk to the cross-complainant as often as received by said clerk. It is further ordered by the court that after the sum of $520.00 has been paid by the said Walter E. Carter that thereafter he shall be required to pay the sum of $10.00 every two weeks, until the further order of the court, for the support and education of said infant child, said amounts to be paid by the clerk to the cross-complainant, as heretofore ordered.

It is further ordered by the court that the cross-defendant, Walter E. Carter, pay the costs occasioned by this action, taxed and $_____ and _____ cents.

ARTHUR W. RUSIE)
VS) # 13194
E. E. YORK, TRUSTEE)

Comes now the defendant, by counsel, and files demurrer to plaintiff's complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Saturday Morning, April 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ADMISSION OF JOHN D. TAYLOR TO THE BAR — Admitted to Bar.

Comes now John C. Taylor, a qualified practicing Attorney of this court and moves the Court, that John D. Taylor be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said John D. Taylor 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 Councillor at-law at this Bar; so help him God.

And court adjourned until 9:00 o'clock A. M., Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, April 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ELLISON ARBUCKLE)
VS) # 12928
CARL WING)

Come now the parties, by counsel, and the regular Judge having been of counsel in this case, the said parties now in open Court, agree upon the Honorable Z. E. Dougan, a practicing attorney at this bar as special judge of said cause. And the Court now appoints said Honorable Z. E. Dougan as special judge, who now comes and accepts said appointment, and qualifies as such and assums jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE
In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931

Ellison Arbuckle)
AGAINST) No. 12928
Carl Wing)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
April 20 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Ellison Arbuckle against Carl Wing so help me God.

Zimri E. Dougan,

Subscribed and sworn to this 20th day of April 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

Upon the motion of the defendant, Carl Wing, this case is continued.

MARGARET SANDER)
VS) # 12970
UNITED STATES)
CASUALTY COMPANY)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court now agree upon the appointment of Honorable Z. E. Dougan, a practicing attorney at this bar, to act as special judge. And the Court now appoints Honorable Zimri E. Dougan as such special judge, who now comes and accepts said appointment and qualifies and assumes jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE
In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931

Margaret Sander)
AGAINST) No. 12970
United States C)
Casualty Co.)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
April 20 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Margaret Sander against United States Casualty Co. so help me God.

Zimri E. Dougan

Subscribed and sworn to this 20" day of April 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court

C. A. DISNEY, ADMR.,ETC.)
VS) # 12996
GREAT AMERICAN CASUALTY CO.)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself and the said parties in open Court now agrees upon Honorable Z. E. Dougan as Judge to hear and pass upon said cause. And now comes said Honorable Z. E. Dougan, and accepts said appointment as special judge, and qualifies and assumes jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE
In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931

C. A. Disney, Admr., etc.)
AGAINST) No. 12996
Great American Casualty Co.)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
April 20 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of C. A. Disney, Admr. against Great American Casualty Co. so help me God.

Zimri E. Dougan

Subscribed and sworn to this 20" day of April 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.

Clerk, Hendricks Circuit Court

ALONZO BROOKSHIRE)
VS) # 13140
GEORGE DUNIVAN, ET AL)

Come now the parties, by counsel, and the plaintiff files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

In open Court, said parties agree that this cause may be sent to Putnam County, Indiana, on change of venue, and the plaintiff, Alonzo Brookshire, is given five days in which to pay the costs and perfect the change.

GAIL H. VAUGHN)
VS) # 12240
DELBERT VAUGHN)

Comes now the defendant, by counsel, and files petition to modify decree, which petition is in the words and figures following, to-wit: (H.I.).

And the Court being sufficiently advised, does now order notice issued to the plaintiff, making the same returnable, May 4th, 1931.

And court adjourned until 9:00 o'clock A. M., Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday, Morning, April 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 12912
JOSHUA C. THOMPSON, ET AL.)

Come now the parties, by counsel, and the Court being sufficiently advised, does now over-rule defendants' motion to modify decree, to which ruling each of the defendants duly object and excepts.

JOHN W. MAINES, ADMINISTRATOR)
OF THE ESTATE OF LUELLA MAINES,)
DECEASED.)
VS) # 12967 Judgt. vs Pltf. for Costs.
A. A. HONEYWELL, ET AL.) J. D. 15, Page 237.

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, at the cost of said plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, John W. Maines, Administrator of the Estate of Luella Maines, deceased, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

THE FEDERAL LAND BANK)
OF LOUISVILLE, KY.)
VS) # 13130
EDWARD D. COURTNEY, ET AL.)

Comes now the plaintiff, by counsel, and files petition for appointment of receiver, which petition is in the words and figures following, to-wit: (H.I.). And the Court being sufficiently advised, does now order notice issued to the defendants of hearing on April 25th, 1931.

GLEN S. IRWIN)
VS) # 13093 Judgt. vs Deft. for $64.00 and Costs.
NELLIE JOHNSON) J. D. 15, Page 237.
FAY JOHNSON)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed as to the defendant, Fay Johnson.

It appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due plaintiff on note sued upon in plaintiff's complaint in principal and interest, the sum of $49.00, and the further sum of $15.00 as a fee for the services of the plaintiff's attorneys, all of which the plaintiff is entitled to have and recover of and from the defendant, Nellie Johnson, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Nellie Johnson, the sum of $64.00, together with the costs of this action, taxed at _____dollars and _____cents.

RANDEL FELIX GEDDES)
VS) # 13240
CHARLES L. HADLEY, ET AL)

Comes now the plaintiff, by Otis E. Gulley, his attorney, and it is shown to the court that the plaintiff filed his verified complaint herein on the 14th day of April, 1931, and it is also further shown to the Court that the mortgage executed by said defendants, Charles L. Hadley and Mable Hadley, contains the provision that in the event suit should be instituted to foreclose said mortgage that the mortgagee will be entitled to possession, rents and profits of said real estate from the time of such default and that said rents and profits should be applied upon said mortgage debt.

It is further shown to the court that notice was served on said defendant, Charles L. Hadley, for the appointment of receiver to be heard on the 18th day of April, 1931.

Wherefore this cause is now submitted to the court upon appointment of receiver and the court being fully advised and informed in the premises finds that the plaintiff is entitled to have a receiver appointed.

It is therefore ordered and decreed by the court that Grant G. Martin by and he is hereby appointed receiver to take possession and charge of the real estate described in plaintiff's complaint herein and to collect the rents and profits thereon during the pendency ofthis action and during the period of redemption and to account to the court for the same. It is further ordered that the said Grant G. Martin file his bond in the penal sum of $500.00 (five hundred dollars) and upon taking oath to discharge his duties that he enter at once upon his duties as receiver, and now comes Grant G. Martin and files his bond in the sum of $500.00 with William A. Harrison, as surety thereon, which bond is approved by the court and said receiver having filed his oath to discharge his duties is now ordered to take possession of said real estate and to proceed upon the discharge of his duties.

THE PRUDICIAL INSURANCE COMPANY)
OF AMERICA.)
VS) # 13105 Judgt. vs Defts. for $8556.96 and Costs.
EDWARD MYERS, SARAH L. MYERS,HIS) J. D. 15, Page 237.
WIFE, GRANCE HADLEY DUCKWORTH)
ADMINISTRATRIX OF THE ESTATE OF)
DILLUM T. HADLEY, DECEASED.)

Comes now the plaintiff, The Prudential Insurance

Company of America, by Otis E. Gulley, its attorney, and it appearing to the satisfaction of the Court by summons issued to the Sheriff of Hendricks County, Indiana, which summons and the return of the sheriff endorsed thereon are in words and figures as follows, to-wit: (Here Insert) that each and all of the defendants have been personally serviced with process for more than ten days before the day fixed by the plaintiff by its endorsement on its complaint for said defendants to appear and answer said complaint and for more than ten days before this date and that said defendants and each of them have had due and legal notice of the pendency of this action, and the time when and the court in which it would come on to be heard.

And now comes the defendant, Grace Hadley Duckworth, Administratrix of the Estate of Gillum T. Hadley, deceased, by Thad S. Adams, her attorney, and files answer to plaintiff's complaint, which answer is in words and figures following, to-wit: (Here Insert)

And now on motion of plaintiff said defendants Edward Myers and Sarah L. Myers, his wife, are each three times loudly called in open court, but come not and herein wholly make default.

And this cause having been set for trial the same is now 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 upon its complaint and the court further finds that the allegations of said complaint are true. The court further finds as alleged in the complaint that the defendant, Edward Myers, became and was justly indebted to the plaintiff, and being so indebted on the 17th day of September, 1919, executed his promissory note to plaintiff in the sum of $8,000.00 (Eight Thousand Dollars) in installments as follows: $400.00 (Four Hundred Dollars) due on the 17th day of September, 1925, and the further sum of $400.00 (Four Hundred Dollars) due on the same day of each year thereafter until the 17th day of September, 1939, at which time all the balance remaining unpaid was to be due and payable together with interest at the rate of six per cent, payable annually before maturity, and eight per cent per annum after maturity, and upon default said defendant, Edward Myers, also agreed to pay attorneys fees, all without relief from valuation or appraisement laws.

The court further finds that concurrently with the execution of said note on the 17th day of Spetember, 1919, said defendant, Edward Myers, was the owner in fee simple of certain real estate hereinafter described, and for the purpose of securing the payment of said note the said defendants, Edward Myers and Sarah L. Myers, his wife, executed their mortgage upon said real estate, which real estate is described in plaintiff's complaint herein and said mortgage was duly recorded on the 22nd day of September, 1919, at 3:20 o'clock, P.M., in Mortgage Record 70, at page 286, of the records of the Recorders Office of Hendricks County, Indiana.

The court further finds that on the 17th day of September, 1929, interest on said note became due in the sum of $416.00 and that said amount was not paid and has not since been paid, and that plaintiff therefore was and is entitled to have said mortgage foreclosed and that by the terms of said mortgage and note the entire amount of the balance due on said debt, to-wit: $6,800.00 (Six Thousand, Eight Hundred Dollars) became immediately due together with eight per cent interest per annum from the time the same became due.

The court further finds that the plaintiff was required to employ an

attorney to foreclose said mortgage and that a reasonable attorney fee for said service is $400.00, and that he is entitled to recover said amount as a part of said debt. The court further finds that the defendant, Grace Hadley Duckworth, administratrix of the estate of Gillum T. Hadley, deceased, recovered a judgment against said Edward Myers and that said judgment is a lien on said real estate, but that the same is junior and inferior to the lien of plaintiff's mortgage and that said defendant, Grace Hadley Duckworth, Administratrix of the estate of Gillum T. Hadley, deceased, is not entitled to receive any part of the proceeds of the sale of said real estate until the plaintiff's debt and the costs of this action are satisfied in full.

The court further finds that by the terms of said mortgage upon foreclosure suit being begun that plaintiff is entitled to have a receiver appointed to take charge of said real estate. And it being also further shown by evidence the said real estate is not of sufficient value to pay said mortgage indebtedness due the plaintiff, that plaintiff is therefore entitled to have a receiver appointed to take charge of said real estate and collect the rents and profits thereof during the period of redemption.

It is therefore ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the Defendants, Edward Myers and Sarah L. Myers, his wife, the sum of $8556.96, payable without any relief from valuation or appraisement laws, together with the costs and accruing costs of this action.

It is further ordered, adjudged, and decreed by the court that the equity of redemption of all the defendants herein and of all persons claiming by, from, through, or under them or either of them any interest in and to the real estate described in plaintiff's mortgage, which real estate is situation in Hendricks County, in the State of Indiana, and described as follows, to-wit:

> A part of the Southeast Quarter of the Northwest Quarter and a part of the Southwest Quarter of Section 29, and a part of the Northeast Quarter of the Northwest Quarter of Section 32, all in Township 16 North, Range 1 West of the Second Principal Meridian, bounded and described as follows, to-wit: Beginning on the West line of said Section 29, at the Northwest corner of said Southwest Quarter, and running thence East 20 chains; thence North 5 Chains thence East 12 and 58/100 Chains; thence South 46.4 Chains to the center of the Danville and North Salem free Gravel road; thence North 72 degrees 25 minutes West on and along the center line of said Road 3.44 chains to the South line of said Section 29; thence West 12.50 chains on and along the center line of said road; thence North 46 degrees 5 minutes West on and along the center line of said road 23.32 chains and to the intersection with the West line of said Section 29; thence North on said line 23.83 chains to the place of beginning, containing 123 acres, more or less, in Center Township, Hendricks County, Indiana,

be and the same is hereby forever barred and foreclosed and that said described real estate and all the right, title, interest, claim or demand of the defendants herein and of all persons claiming by, from, through or under them or either of them in and to the same shall be sold by the sheriff of Hendricks County, State of Indiana, as other lands are sold on execution. Said sale to be made without any relief whatever from valuation or appraisement laws and the proceeds of said sale shall be applied as follows: 1st. To the payment of the costs of this action and all accruing costs. 2nd. To the payment of the amount found due the plaintiff on the claim sued on herein being the amount of the judgment herein before rendered together with interest thereon from the date of sale at the rate of eight per cent per annum. 3rd. The over-plus, if any, is to be paid by the sheriff of Hendricks County to the Clerk of the Hendricks Circuit Court for the use and benefit of parties lawfully entitled and authorized to receive the same.

It is further ordered, adjudged and decreed by the court that Grant G. Martin be and he is hereby appointed receiver to take possession of said real estate during the year of redemption and to receive the rents and profits therefrom and apply the same as the court may direct and to perform such other acts in reference to said real estate as may be ordered from time to time by the court. And that said receiver shall file his bond herein in the penal sum of $500.00 (Five Hundred dollars) and now comes said Grant G. Martin in open court and presents to the court his bond in the sum of $500.00 (Five Hundred Dollars) with Wm. A. Harrison as surety thereon, which said bond is now filed and approved by the court and said receiver takes his oath to discharge his duties and enteres upon his trust herein.

It is further ordered, adjudged and decreed by the court that in the event said real estate is not sold by the sheriff for an amount sufficient to satisfy the judgment herein rendered principle, interest, and costs, the residue thereof remaining unpaid shall be levied on the goods, chattels, lands and tenements of the defendants, Edward Myers and Sarah L. Myers, his wife, subject to execution; the sale thereof shall be made without any relieve whatever from valuation or appraisement laws and the distribution of the proceeds of said sale shall be in the same order as the proceeds of the sale of said real estate.

It is further ordered, adjudged and decreed by the court that the clerk of this court at the request of the purchaser at the sheriff's sale at any time after the sheriff's deed shall have been executed to the said purchaser of said real estate described above and sold by virtue of this decree of foreclosure shall release of record in the office of Recorder of Hendricks County, Indiana, the mortgage on which this decree is based.

It is further ordered, adjudged, and decreed by the court that the event any person or persons in possession of said real estate shall refuse on demand of the holder of a sheriff's deed thereto issued in prusuance of this order of foreclosure to surrender possession of said real estate to said purchaser the sheriff of Hendricks County, Indiana, on the request of such purchaser or purchasers, of his or its grantees shall place such real estate and each and every part thereof in possession of said purchaser using such force as may be necessary to remove any person or persons in possession of such real estate and each and every part thereof together with their property and effects.

It is further ordered that a compy of this decree under the hand and seal of the Clerk of this county, delivered to the sheriff of Hendricks County, Indiana, shall be sufficient authority to said sheriff to execute the same by advertising and selling said property as herein provided and said sheriff being furnished with said certified copy shall proceed forthwith to advertise and sell said property as provided by law all of which is ordered, adjudged and decreed by the court.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY A COR-)
PORATION.)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now the plaintiff by Otis E. Gulley, its attorney, and having heretofore filed its verified complaint herein and having served notice upon Thomas A. Russell and Anna D. Russell that application would be made on the 4th day of February, 1931, or as soon thereafter as counsel could be heard for the appointment of a receiver in said cause to take charge of the rents and profits of the real estate in controversy and there being no appearance herein for any of the defendants herein the m atter of appointment of reciver is now submitted to the court upon the application and notice of said plaintiff.

And the court having heard the evidence and being fully advised and informed in the premises finds that a receiver should be appointed to take charge of said real estate described in plaintiff's complaint and collect the rents and profits thereof during the pendency of this action and during the period of redemption.

It is therefore ordered adjudged and decreed that Marion Roberts be and he is appointed receiver to take charge of the real estate described in plaintiff's complaint and to collect the rents and profits therefrom and account to the court for the same.

And court adjourned until 9:00 o'clock A. M., Wednesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Wednesday Morning, April 22nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOHN H. WOOD)
VS) # 13122
YELLOW CAB CO.)
PEOPLES MOTOR COACH CO.)
INDIANAPOLIS ST. RAILWAY CO.)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

[illegible])
VS) #
[illegible])

And court adjourned until 9:00 o'clock A. M., Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, April 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

NELLIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ETC.)

Comes now the defendant, by counsel, and files motion and reason for a new trial, which motion and reason is in the words and figures following, to-wit: (H.I.).

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A) # 13200
CORPORATION.)
VS)
FRED CLINE, ET AL.)

Comes now the defendant, Fred Cline, by counsel, and files motion to set aside appointment of reciver, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7142 Judgt. vs Deft. for $100.00 fine and costs.
WILLIAM RAY) J. D. 15, Page 237.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, William Ray, in his own proper person, and changes his plea of not guilty and now enters his plea of guilty to the charge of selling intoxicating liquor.

Whereupon, the Court finds that the said defendant is guilty of the charge of sall of intoxicating liquor, and that he should make the fine to the State of Indiana in the penal sum of $100.00, and that he should be imprisoned in the Indiana State Farm for a period of six months, and that he should pay and satisfy the costs and charges herein or stand committed until such fine and costs are stayed or paid.

It is, therefore, considered and adjudged by the Court that the defendant, William Ray, be and he is to make the fine to the State of Indiana in the penal sum of $100.00, and that he be and he is imprisoned in the Indiana State Farm for a period of six months, and that he pay and satisfy the costs and charges herein or stand committed until such fine and costs are stayed or paid, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA)
VS) # 7145 Judgt. vs Deft. for $200.00 fine and Costs.
JOSEPH KELLEY) J. D. 15, Page 238.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and said defendant being now arraigned in open Court, for his plea says that he is guilty as charged in the affidavit.

Whereupon the Court finds that the said defendant is guilty of the offense charged in the affidavit, and that said Joseph Kelley for the offense as by him committed should make his fine to the State of Indiana in the penal sum of $200.00, and that he should be imprisoned in the Indiana State Prison for a period of not less than ten years nor more than twenty-one years, and that he should be disfranchised for a period of ten years, and that he should pay and satisfy the costs of this prosecution.

It is, therefore, considered and adjudged by the Court that the defendant, Joseph Kelly, for the offense as by him committed, do make his fine to the State of Indiana in the penal sum of $200.00, and that he be and he is imprisoned in the Indiana State Prison for a period of not less than ten years nor more than twenty-one years.

It is further considered and adjudged by the Court that said defendent, Joseph Kelley be and he is disfranchised for a period of ten years, and that he pay and satisfy the costs herein, taxed at _____ dollars and _____ cents, all of which is finally ordered, adjudged and decreed.

THE STATE OF INDIANA)
VS) # 7146 Judge. vs Deft. for $100.00 fine and Costs.
ANDREW KOZLOWSKI) J. D. 15, Page 238.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and being duly arraigned in open Court, enters his plea of guilty to the charge of robbery as alleged in the affidavit.

Whereupon the Court finds that the said defendnant is guilty of the offense charged in the affidavit, and that said Andrew Kozlowski for the offense as by him committed should make his fine to the State of Indiana in the penal sum of $100.00, and that he should be sentenced to the Board of Trustees of the Indiana Reformatory for a period of not less than ten years nor more than twenty-one years, and that he should be disfranchised for a period of ten years, and that he should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, Andrew Kozlowski, for the offense as by him committed, do make his fine to the State of Indiana in the penal sum of $100.00, and that he be and he is sentenced to the Board of Trustees of the Indiana Reformatory for a period of not less than ten years nor more than twenty-one years, and that he be and he is disfranchised for a period of ten years, and that he should pay the costs of this action, taxed at _____ dollars and _____ cents, all of which is now adjudged and decreed.

Thursday, April 23rd, 1931, and the 46th day of the March Term, 1931.

WILLIAM V. ROOKER)
VS) # 13104
JOHN L. DUVALL, ET AL.)

Come now Kain, Blain & Hollowell, and file their appearance as attorneys for the defendant, W. A. Opple, which appearance is as follows, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday, April 24th, 1931, and the 47th day of the March Term, 1931.

Friday Morning, April 24th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GURNSEY RAY)
VS) # 13047
W. A. OPPLE)
HELEN OPPLE)

Come now the defendants, by counsel, and the Court does now over-rule the defendant, W. A. Opple's motion, to which ruling the defendant, William A. Opple, excepts.

The defendant, William A. Opple does now file motion for a new trial, which motion is in the words and figures following, to-wit: (H.I.), also the defendant, Helen Opple, files motion for a new trial, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7132 Judgt. vs Deft. for $50.00 and Costs.
ROBERT BOHARD) J.D. 15, Page 238.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and the defendant being duly arraighed in open Court says he is guilty of the crime as set forth in the indictment affidavit., and he is nineteen years of age.

Whereupon the Court finds that the said defendant is guilty of the crime as set forth in the indectment affidavit, and that said Robert Bohard should be committed to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than fourteen years, and the defendant should make his fine to the State of Indiana in the penal sum of $50.00, and that he should pay and satisfy the costs of this action,taxed at _____dollars and _____ cents.

It is, therefore, considered and adjudged by the Court that the defendant, Robert Bohard, be and he is committed to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than fourteen years, and that the said defendant do make his fine to the State of Indiana in the penal sum of $50.00, and that he pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant should suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the centence herein imposed be suspended during defendant's good behavior, and that said Robert Bohard be permitted to go at liberty on probation so long as he havaves well.

THE STATE OF INDIANA)
VS) # 7144 Judgt. vs Deft. for Costs.
NOBLE GOODMAN.) J. D. 15, Page 238

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and for his plea says that he is guilty of the charge as set forth in the affidavit.

Whereupon the Court being duly advised, finds that the said defendant is sixteen years of age and that he is guilty of burglary in second degree, and he should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than ten years, and that he should pay the costs of this action, taxed at _____dollars and _____cents.

It is, therefore, considered and adjudged by the Court that the defendant, Noble Goodman, be and he is sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than ten years, and that he pay the costs of this action taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant, Noble Goodman, shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said Noble Goodman be permitted to go at liberty on probation so long as he behaves well.

And court adjourned until 9:00 o'clock A. M., Saturday,
Record read and signed in open Court.
A. J. Stevenson, Judge.

Saturday, Morning, April 25th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

C. A. DISNEY, ADMINISTRATOR)
OF THE ESTATE OF EVERETT P.)
DISNEY.)
VS) # 12996
GREAT AMERICAN CASUALTY CO.)

Come now the parties, by counsel, and the Court over-ruled the defendant's motion for new trial, to which ruling of the Court the defendant at the time duly excepts.

Sixty days is given to file all bills of exceptions.

Zimri E. Dougan, Special Judge.

RANDALL FELIX GEDDES)
VS) # 13240
CHARLES L. HADLEY, ET AL)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that the cause be and the same is hereby dismissed.

ADMISSION OF WILLIAM F. EVANS)
TO THE BAR) Admitted to Bar.

Comes now Harney F. Semones, a qualified practicing attorney of this court and moves the Court, that William F. Evans be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said William F. Evans 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF MINNIE EVANS)
TO THE BAR) Admitted to Bar.

Comes now Harney F. Semones, a qualified practicing attorney of this court and moves the Court, that Minnie Evans be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Minnie Evans and swears that she will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Councillor at-law at this Bar; so help her God.

ADMISSION OF [illegible])
TO THE BAR) Admitted to Bar.

ADMISSION OF SHIRLEY WORRELL TO THE BAR } Admitted to Bar.

Comes now John C. Taylor, a qualified practicing attorney of this court and moves the Court, that Shirley Worrell be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Shirley Worrell and swears that she will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Councillor at-law at this Bar; so help her God.

ADMISSION OF W. F. FRANKLIN TO THE BAR } Admitted to Bar.

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

And now comes the said W. F. Franklin 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF HAROLD W. JONES TO THE BAR } Admitted to Bar.

Comes now Archie J. Kahl, a qualified practicing attorney of this court and moves the Court, that Harold W. Jones be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Harold W. Jones and swears that he will support the Consititution 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF FRANK TUCKER TO THE BAR } Admitted to Bar.

Comes now Charles V. Sears, a qualified practicing attorney of this court and moves the Court, that Frank Tucker be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Frank Tucker 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 Councillor at-law at this Bar; so help him God.

FRANK NAGLEY)
VS)# 13196
HULDA (NAGLEY) MOORE, ET AL)

Comes now the plaintiff by his counsel, Harney F. Semones and comes defendants Hulda (Nagley) Moore and Hulda (Nagley) Moore guardian of Russell E. Nagley and files her answer in this cause of action praying therein that a commissioner be appointed to make sale of said lands described herein (here insert) and this cause is submitted to the court for trial and the court having heard the evidence and being sufficiently advised in the premises finds that Frank Nagley, Hulda (Hagley) Moore and Russell E. Nagley are the owners of the real estate described in the complaint and have interests therein as follows:

The plaintiff, Frank E. Nagley is the owner in fee-simple in said real estate, of one undivided third thereof.

That defendant Hulda (Nagley) Moore is the owner in fee-simple in said real estate of one undivided third thereof.

That defendant Russell E. Nagley is the owner in fee-simple in said real estate of an undivided one third thereof.

That the defendants Florence H. Nagley the wife of Frank Nagley and Joseph Weslay Moore the husband of Hulda (Nagley) Moore were made parties hereto to answer to whatever interest if any they had in and to the said lands described in said complaint herein.

And the said defendants Florence H. Nagley and Joseph Wesley Moore are three times loudly called in open court and come not and the said Florence E. Nagley and Joseph Wesley Moore wholly made default herein.

And the court further finds from the evidence that the real estate described in the said complaint can not be divided and the shares of the several parties be set off to them without damage to the interest of the parties.

It is therefore, considered and adjudged by the court that said real estate, to-wit: North East quarter of the South West quarter of Section 9, Township 16 North, Range 1 East, containing 40 acres more or less. Also part of the north West quarter of South West quarter of said Section 9, Township and Range aforesaid and bounded as follows: Beginning at the West half mile stone on said Section 9, and running thence South 17 chains and 98 links to a stone; thence East 80 rods to a stone on the line running North and South through the center of the said South West quarter; thence North 17 chains and 94 links to the North East corner of said North West quarter of the South west quarter of said Section; thence West 80 rods to the place of beginning, containing 35.50 acres more or less and in all 75.50 acres more or less, be appraised as provided by law and sold at private sale, at not less than its appraised value, for cash, and that out of the proceeds of said sale, the costs of this action and of the sale be first paid and that the balance be paid to the parties to this action, in proportions equal to their interests in said real estate as above set out.

Notice of the time, terms, and place of such sale shall be given, by two publications thereof in the Brownsburg Record, a weekly newspaper printed and published in Brownsburg, Hendricks County, Indiana.

It is further considered and adjudged that Claud W. Gladden of Brownsburg, Hendricks County, Indiana, be and he is hereby appointed commissioner

to make sale of said real estate and that he give bond in the sum of seven thousand ($7,000.00) dollars, with surety to the approval of this court, and that he be allowed the sum of one hundred ($100.00) dollars for his services as such commissioner, to be deducted from the purchase money and to be included as a part of the costs of sale.

It is further considered and adjudged that on the sale of said real estate, said commissioner executed to said purchaser a deed therefor and report the same to this court for approval, together with a report of his doings in the premises.

THE STATE OF INDIANA)
VS) # 7148 Judgt. vs Deft.,Claude Parker, for $100.00 fine
CLAUDE PARKER) and costs.
DEWEY PARKER) J. D. 15, Page 239.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and and files written motion dismissing this charge as to Dewey Parker, which written motion is in the words and figures following, to-wit: (H.I.).

Comes also the defendant in his own proper person, and for his plea herein says that he is guilty of the crime of transporting liquor as charged in the affidavit.

Whereupon the Court finding that the said defendant, Claude Parker, is guilty of the crime of transporting liquor, should make his fine to the State of Indiana in the penal sum of $100.00, and that he should pay the costs in this case and that he should stand committed until said fine and costs are stayed or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Claude Parker, do make his fine to the State of Indiana in the penal sum of $100.00, and that he pay the costs in this case, taxed at _____dollars and _____cents, and that he stand committed until said fine and costs are stayed or paid.

CATHARINE R. LYNCH)
MORTON H. COLLINS)
STELLA D. RYAN)
MARY E. MORGAN)
VS) # 13204
JOHN COLLINS)

Comes now the plaintiffs in this cause and presents to the Court summons issued for the defendant, John Collins, which summons and sheriffs return are in the words and figures as follows to-wit: (here insert)

And the Cause being at issue the same is submitted to the Court for trial and finding without the intervention of a jury and the Court having heard the evidence and being fully advised in the premises that each of the plaintiffs and the defendant are the owner of an undivided one fifth interest in value in the real estate described herein and the Court further finds that said real estate is not susceptable of partition and that the interests of the several parties can not be set off to them without damage to the owners thereof.

The Court further finds that said land is of the probable value of _____.

It is therefore considered and adjudged and decreed by the Court

that said real estate, to-wit: The North West quarter of the North East quarter of section eighteen (18) Township seventeen (17) North Range one (1) West, containing forty (40) acres more or less, in Hendricks County, in the State of Indiana, be appraised as provided by law and sold at private sale for not less than its appraised value for cash.

Notice of the time, terms and place of sale shall be given in some weekly newspaper published in Hendricks County, Indiana, for three weeks and by posting written or printed notices in five public places in the Township where said real estate is situated all of said notices given at least 30 days prior to the time fixed for the sale.

It is further considered by the Court that Marvin Weaver, be and he is hereby appointed commissioner to make sale of said real estate and that he give bond in the sum of $6000, with surety to the approval of this Court.

And said commissioner is directed to have an appraisment made of said real estate and thereupon proceed to the execution of the foregoing order of said real estate.

It is further considered and adjudged by the Court that upon the sale of said real estate the said commissioner upon the payment by the purchaser thereof of the full amount of purchase money, shall execute a deed for the same and report the same to the Court for approval.

It is further ordered and adjudged that from the proceeds of such sale the costs of this action be first paid including the fees and commission of the commissioner and plaintiffs attorney, and that the balance be paid the plaintiffs and the defendant in equal parts, each to receive one fifth of the net proceeds of said sale, and that the commissioner make a full and detailed report of his doings herein.

And court adjourned until 9:00 o'clock A.M. Monday,
Record read and signed in open court.

A. J. Stucmon, Judge.

Monday Morning, April 27th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HORACE L. HANNA, RECEIVER.)
VS) # 12734
WILLIAM RANDOLPH COX, ET AL.)

Come now the parties, by counsel, and the Court being duly advised, does now over-rule the demurrer to the complaint, to which ruling of the Court the defendants at the time severally objects and excepts.

Zimri E. Dougan,
Zimri E. Dougan, Special Judge.

STILWELL WILSON)
VS) # 13102
FRED MARSHALL)

Comes now again the defendant, by counsel, and within the term, at which said cause was tried, now objects and excepts to the giving of each of the instructions, and the defendant is given ten days in which to file all bills of exceptions.

HALL B. DARNALL)
WOODSON A. DARNALL)
VS) # 12982
P. C. C. & ST. L.)
RAILROAD CO., ET AL.)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court agree upon the appointment of Honorable Zimri E. Dougan, a practicing attorney at this bar, to act as special judge. And the Court now appoints Honorable Zimri E. Dougan as such special judge, who now comes and accepts said appointment and qualifies and assumes jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
March Term, 1931.

Hall B. Darnall &)
Woodson A. Darnall)
AGAINST) No. 12982.
P. C. C. & St. L.)
Railroad Co.)
Penn. Railroad Co.)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Judge Hendricks Circuit Court.

April 27th, 1931.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Hall B. Darnall & Woodson A. Darnall against P. C. C. &. St. L. Railroad Co.,so help me God.

Zimri E. Dougan

Subscribed and sworn to this 27" day of April 1931, before me Clerk of said Court.

(SEAL)

Frank Tucker, Clerk.
By Leora Comer
Deputy Clerk Hendricks Circuit Court.

HETHERINGTON AND BERNER, INC.,)
VS) # 13129 Judgt. vs Deft. for $821.10 and Costs.
CAPITOL CITY GRAVEL COMPANY) J. D. 15, Page 239.

Come now the parties herein by counsel, and the defendant's motion and reasons for a new trial are submitted to the Court and overruled, to which ruling the defendant excepts and sixty days granted to prepare and tender all bills of exception. And, the Court now renders judgment on the verdict of the jury herein and in accordance therewith.

IT IS, THEREFORE, considered and adjudged by the Court that the plaintiff have and recover of the defendant the sum of Eight hundred twenty one and 10/100 Dollars, together with its costs in this case laid out and expended.

And now the defendant prays an appeal to the Appellate Court of Indiana, which is granted on its filing bond within sixty (60) days in the penal sum of One thousand Dollars conditioned as required by law, with National Surety Company as surety which is now approved by the Court.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Comes now the plaintiff, by counsel, and files an amended first paragraph and second paragraph of complaint, which amended first and second paragraphs of complaint are in the words and figures following, to-wit: (H.I.).

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMMISSION)

Comes now the parties, by counsel, and the Court over-rules motion to strike out the affidavit of Paul Martin and Lee Kibbey, to which ruling of the Court the plaintiff duly excepts.

The Court also over-rules motion for new trial to which ruling of the Court, the defendant objects and excepts.

And now the defendant prays an appeal to the Appellate Court of

Indiana. The Court being duly advised, does now grant said appeal, and the defendant is given forty days in which to file bond and ninety days in which to file bill of exceptions. Bond fixed at $1500.00 with _____suggested as surety thereon,which bond and surety the Court does now approve.

THE STATE OF INDIANA)
VS) # 6056
RALPH CUMMINGS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files written motion to dismiss the above charge, which written motion is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written motion is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

THE STATE OF INDIANA)
VS) # 6057
RALPH CUMMINGS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files written motion to dismiss the above charge, which written motion is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written motion is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

GRAND AND PETIT JURORS, DRAWN FOR THE MAY TERM, 1931.

BE IT REMEMBERED, That on the 27th day of April, 1931, Fred H. Stewart and Fletcher McCalment, the duly appointed, qualified and acting Jury Commissioners of this Court appear at the office of the Clerk of the Hendricks Circuit Court, and the Clerk drew from the Jury Box the names of the following persons for Grand Jury service at the May Term, 1931, of this Court, viz:

1.	Lowell Prewitt	Guilford Township
2.	Wilson Loy	Guilford Township
3.	Emory Hunt	Eel River Township
4.	Albert Crittenden	Lincoln Township
5.	Ed Ross	Liberty Township
6.	Paul Bray	Clay Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury Service for the May Term, 1931, of this Court, viz:

1.	John M. Stout	Libert Township
2.	Urban Lawson	Marion Township
3.	John C. Hill	Union Township
4.	Harry Foster	Union Township

5.	F. M. Norman	Union Township
6.	Anson Kellem	Marion Township
7.	Carl Nash	Lincoln Township
8.	Kenneth Smith	Eel River Township
9.	Walter Barlow	Guilford Township
10.	James Long	Middle Township
11.	James Ryan	Liberty Township
12.	Charles McClelland	Center Township
13.	Carl Tucker	Eel River Township
14.	Elmer Kennedy	Union Township
15.	Lowell Franklin	Liberty Township
16.	Edward Baumer	Brown Township
17.	Ira Fisher	Libert Township
18.	R. E. Mowery	Lincoln Township
19.	Fred Dickerson	Lincoln Township
20.	Herman Rains,	Middle Township
21.	Patrick K. Dugan	Brown Township
22.	Buell Jeffries	Eel River Township
23.	Chester Cooper	Liberty Township
24.	Walter Oldham	Liberty Township
25.	Emerson Rushton	Liberty Township
26.	Ennis Huchins	Guilford Township
27.	Macy J. Montgomery	Union Township
28.	Loren Gentry	Lincoln Township
29.	Charles S. West	Clay Township
30.	Frank Owens	Guilford Township

HUGH E. REYNOLDS, next friend,
HARRY H. BECKWITH, JR.,
RICHARD BECKWITH,

VS

DOROTHY KREGELO LEE,
DOROTHY KREGELO MARTIN,
JAMES A. LEE,
CHARLES KREGELO MARTIN,
MARGARET M. MARTIN,
THE UNION TRUST COMPANY OF INDIANAPOLIS, Trustee and Mortgagee,
THE FIRST NATIONAL BANK OF COVINA, CALIFORNIA,
HOLLAND FURNACE COMPANY, a corporation,
THE INDIANA TRUST COMPANY.

No. 13,169

Judgt. vs Pltf. for Costs.

J. D. 15, Page 239.

SPECIAL FINDING OF FACTS, AND CONCLUSIONS OF LAW.

Come now the parties by counsel, and both the plaintiffs and defendants having, before the commencement of the trial of this cause, filed their written request asking the court to make a special finding of the facts, and to state its conclusions of law thereon, which request is in the words and figures following:- (H.I.)

And the court now makes and files herein its special finding of facts, and states its conclusions of law thereon as follows:-

1. That Charles E. Kregelo was born on October 18th, 1845, and for may years prior to his death was a resident of the City of Indiana, Marion County, Indiana; that he was engaged in the undertaking business in said City of Indiana;plis; that he was engaged in the undertaking business in said City of Indianapolis; that said Charles E. Kregelo died on the 23rd day of August, 1905, a resident of Marion County, Indiana, and the owner of personal property, and also the following described real estate located in the City of Indianapolis, Marion County, Indiana:-

Parcel No. 1. All of lots Nos. 1, 2, and 3 of the Edward G. Cornelius Subdivision of lot No. 7 of W. H. Morrison's Subdivision of lots Nos. 22 and 23 of Henderson's Addition to the City of Indianapolis, County of Marion, State of Indiana, as per map of said Cornelius Subdivision recorded in Plate Book 7, page 153, of the records of the County Recorder of said county, excepting therefrom the north 49.1 feet (between parallel lines) of each of said lots, and the east 3.6 feet of the south 76.2 feet (all between parallel lines) of said lot No. 1.

Parcel No. 2. Also a lot bounded as follows, to-wit: Beginning at the northwest corner of the southwest ¼ of Square No. 38, running thence south fifty feet to a point; running thence east 195 feet to Hudson Alley; running thence north 50 feet to the northeast corner of said southwest ¼ of Square No. 38; running thence west along the south line of Miami Alley 195 feet to the place of beginning, known as Nos 219, 221 and 223 North Delaware Street, in the City of Indianapolis, Marion County, Indiana;

that thereafter on the 29th day of August, 1905, the last will and testament of said Charles E. Kregelo deceased, was duly proven and admitted to Probate beforethe Clerk of the Circuit Court of Marion County, Indiana, and thereafter, on the 5th day of September, 1905, the action of said Clerk, in admitting said will to probate, was approved and confirmed by the Circuit Court of Marion County, Indiana, and that said will is recorded in Will Record T, of the records of the Clerk's Office, in Marion County, Indiana, at pages 505 to 508, both inclusive. That the estate of said Charles E. Kregelo was fully and finally settled in said Circuit Court on November 3rd, 1906, and that his said last will and testament is in the words and figures, as follows, to-wit:-

THE LAST WILL AND TESTAMENT OF CHARLES E. KREGELO.

I, Charles E. Kregelo, of the City of Indianapolis, County of Marion and State of Indiana, hereby make, publish and declare this my last will and testament.

(a) I hereby revoke any and all other wills or codicils of wills heretofore made by me at any time.
(b) I direct that I be buried in the family lot at Crown Hill Cemetery at Indianapolis.
(c) I give and bequeath to my wife Laura J. Kregelo all of the household goods, furniture, pictures, portraits, books and ornaments of every kind of which I am possessed. And I also give to my said wife Laura J. Kregelo the piano formerly belonging to my daughter Carrie who died in 1892.

By this bequest of personal property to my said wife Laura J. Kregelo, I mean to bequeath and give her all of the personal property of every kind I may die possessed of other than that identified and a part of the undertaking business which I am now conducting. The gift of personal property to my said wife to include everything after the payment of all liabilities I may owe at the time of my death. The gift and devise of personal property to my said wife shall include the notes, accounts and bills receivable of which I may die possessed wheather from the undertaking business I am now conducting, or from any source whatever.

(d) I also give and bequeath to my said wife Laura J. Kregelo the entire undertaking equipment of which I am possessed and with which I am now conducting the undertaking business, this to include all office fixtures, rolling stock, suppoies on hands, merchandise, horses, carriages, funeral cars, wagons, harness and the entire undertaking equipment. If my said wife desires to continue the conduct of the undertaking business she is authorized to take possession of the entire plant and undertaking outfit that I may leave, and to make such arrangement or arrangements with any person or persons she may desire to so conduct said business. In order that the balance of my estate may be relieved from liability for anything that might occur by my wife subsequently conducting the undertaking business as heretofore stated, I direct that if she does so engage in said business she shall cause the same to be incorporated under the laws of the State of Indiana, and that the capital stock fixed shall not exceed in amount the value and worth of the personal property and equipment for so conducting such business that she shall receive under this will.

(e) I have heretofore conveyed to my daughter Katherine Kregelo Beckwith and her husband Harry H. Beckwith, a tract of land of about forth-six (46) acres, located in Glendora, Los Angeles County, California, the value of which I fix at Forty thousand dollars ($40,000.00) being the actual money by me invested in the purchase and improvement

of the same. I have also heretofore advanced and paid to my said daughter Katherine Kregelo Beckwith the sum of money at different times and in the way of advancements, the whole amount of which I fix at the sum of Ten thousand dollars ($10,000.00) This makes the amount in value of the land in Los Angeles County, California, conveyed to my said daughter and cash advanced to her, in all the sum of Fifty thousand dollars ($50,000.00).

(f) I hereby bequeath to The Union Trust Company of Indiana, as Trustee, for the uses and purposes hereafter stated, the title and possession of all the real estate of which I may die possessed, no matter where the same may be located. Said The Union Trust Company shall collect the rents, keep up the improvements, pay the taxes, insurance and other assessments made against any such real estate. Said The Union Trust is hereby directed every three months to pay over to my said wife Laura J. Kregelo the net proceeds of the income of all of such real estate after the payments of the various sums due from the taxation, improvements, etc., as above stated.

(g) My said wife Laura J. Kregelo is to have the income from all of my estate as herein provided until her death.

In the event of the death of my wife prior to that of my daughter Katherine Kregelo Beckwith, I provide that The Union Trust Company shall continue as trustee in the control of the real estate I may leave and that during the lifetime of my said daughter Katherine Kregelo Beckwith she shall be paid monthly the sum of One hundred dollars ($100.00) if the net receipts from rentals equal that amount.

I provide that said The Union Trust Company shall, if necessary, from the income of the real estate I may leave or from the sale of any that may be necessary, pay whatever may be necessary for the reasonable support and education of my two grandchildren Dorothy Kregelo Martin and Charles Kregelo Martin.

(h) When my two grandchildren heretofore named, Dorothy Kregelo Martin and Charles Kregelo Martin, shall both have attained the age of twenty one years, they shall become entitled to the immediate possession and take the fee simple titled of all real estate prior to that time held and controlled by said The Union Trust Company. It being my intention that when my two above named grandchildren shall have attained the age of twenty one years they shall take the fee simple title and the absolute possession of all of the real estate held by said The Union Trust Company prior to that time and that the management of any part of my estate by said The Union Trust Company shall cease. If there should be any personal property or accumulations from the real estate in the possession of said The Union Trust Company, the same shall be paid and turned over to my two said grandchildren equally at the time of their becoming twenty one years of age. Said trust shall then entirely cease.

(i) To my grandson Charles Kregelo Martin, I give and bequeath my watch, Scottish Rite Ring and Knight Templars charm.

C. E. Kregelo
February 1-1904

Witnessed { James F. Bailey
W. H. Albright

Before us and in the presence of each other and in the presence of said Charles E. Kregelo, the said Charles E. Kregelo signed acknowledged and announced the foregoing to be his last will and testament this first day of February, 1904.

Albert W. Wishard

James F. Bailey
Witnesses.

Action of Clerk in vacation probating will confirmed in open Court. Sept. 5, 1905
Henry Clay Allen
Judge.

2. That the validity of the said last will and testament of said Charles E. Kregelo was never contested; that the probate thereof has not been set aside, or revoked; that said will is now in full force and effect, and is the last will and testament of said Charles E. Kregelo, deceased.

3. That at the time of the death of said Charles E. Kregelo, he left surviving him Laura J. Kregelo, his widow, and also Katherine Kregelo Beckwith, his daughter, as his sole and only heirs at law, and also two grandchildren, namely Dorothy Kregelo Martin, (whose name is now Dorothy Kregelo Lee), and Charles Kregelo Martin, children of his said daughter, Katherine Kregelo Beckwith, by her marriage to M. Paul Martin.

4. That the plaintiff, Harry H. Beckwith, Jr., was born on July 6th, 1910, and the plaintiff Richard Beckwith was born on April 4th, 1912, they being the children of said Katherine Kregelo Beckwith by her marriage to Harry H. Beckwith, Sr.

5. That said Katherine Kregelo Martin was the daughter of said Charles E. Kregelo and Laura J. Kregelo, his wife, and was born on May 5th, 1874; that said Katherine Kregelo Martin was first married to M. Paul Martin on or about the 14th day of November, 1896, and that by her marriage to said M. Paul Martin, the defendants Dorothy Kregelo Lee and Charles Kregelo Martin was born; that said Dorothy Kregelo Lee was born on the 17th day of August, 1897, and that said Charles Kregelo Martin was born onthe 7th day of April, 1899; that said Katherine Kregelo Martin was divorced from said M. Paul Martin in the year 1901, and that she was thereafter married to Harry H. Beckwith, Sr., on the 28th day of February, 1903; that by her marriage to said Harry H. Beckwith, Sr., said plaintiffs, Harry H. Beckwith, Jr., and Richard Beckwith were born; that said defendants Dorothy Kregelo Lee and Charles Kregelo Martin are respectively the half-sister and half-brother of said plaintiffs, Harry H. Beckwith, Jr., and Richard Beckwith; that said Harry H. Beckwith, Sr., died in March, 1927.

6. That neither of said plaintiffs Harry H. Neckwith, Jr., or Richard Beckwith were born or were in being at the time of the death of said Charles E. Kregelo, or at the time his said will was probated, and his estate was settled.

7. That after the said last will and testament of said Charles E. Kregelo was probated, as aforesaid, said Laura J. Kregelo, widow of said Charles E. Kregelo, deceased, wholly failed and refused to make any election to take under the law of descent of the State of Indiana, the right, title and interest in the real and personal estate of said Charles E. Kregelo to which she would have been entitled under the law of descent of the State of Indiana, as the surviving wife, and heir at law of said testator; that said Laura J. Kregelo wholly failed to make any election whatever in relation thereto, and by reason of her said failure to make such election, said Laura J. Kregelo took under the said last will and testament of her said husband, and she thereby acquired, and became vested with only such estate, rught and interest in all of the real and personal estate of said Charles E. Kregelo, as was by his said last will and testament provided for her.

8. That after the death of said Charles E. Kregelo and the probating of his said will as aforesaid, The Union Trust Company, Trustee under said last will and testament of said Charles E. Kregelo, on the 10th day of October, 1906, commenced suit in the Marion Circuit Court of Marion County, Indiana, against said Laura J. Kregelo, Katherine Kregelo Beckwith, Dorothy Kregelo Martin and Charles Kregelo Martin, as defendants therein, for the construction of said will, the same being Cause No. 15375 upon the docket of said Circuit Court, and that the complaint, or petition, filed in said cause for the construction of said will, was and is in the words and figures as follows, to-wit:-

"STATE OF INDIANA)
: SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT.

UNION TRUST COMPANY, AS TRUSTEE UNDER THE WILL OF CHARLES E. KREGELO, DECEASED,

Vs.

LAURA J. KREGELO,
KATHERINE KREGELO BECKWITH,
DOROTHY KREGELO MARTIN,
CHARLES KREGELO MARTIN,

COMPLAINT TO CONSTRUE WILL.

The plaintiff, for complaint herein, and by way of petition, shows tothe court that Charles E. Kregelo departed this life, a resident of said county on the 23rd day of

August, 1905; that thereafter on the 29th day of August, 1905, his last will and testament was duly probated and recorded in this court, a true copy of said will being hereto attached, marked Exhibit A.

That no executor was named in said will, and the Union Trust Company was duly appointed and duly qualified as administrator with the will annexed to the approval of this court; that the defendants are the only beneficiaries under said will and the only persons who are affected by a construction thereof.

Plaintiff further avers that items F. G. and H. of said will read as follows:

(f) I hereby bequeath to The Union Trust Company of Indianapolis, as Trustee, for the uses and purposes hereafter stated, the title and possession, no matter where the same may be located. Said The Union Trust Company shall collect the rents, keep up the improvements, pay the taxes, insurance and other assessments made against any such real estate. Said The Union Trust is hereby directed every three months to pay over to my said wife Laura J. Kregelo the net proceeds of the income of all of such real estate after the payments of the various sums due from the taxation, improvements, etc., as above stated.

(g) My said wife Laura J. Kregelo is to have the income from all of my estate as herein provided until her death.

In the event of the death of my wife prior to that of my daughter Katherine Kregelo Beckwith, I provide that The Union Trust Company shall continue as trustee in the control of the real estate I may leave and that during the lifetime of my said daughter Katherine Kregelo Beckwith she shall be paid monthly the sum of $100.00 if the net receipts from rentals equal that amount.

I provide that said The Union Trust Company shall, if necessary from the income of the real estate I may leave or from the sale of any that may be necessary, pay whatever may be necessary for the reasonable support and education of my two grandchildren Dorothy Kregelo Martin and Charles Kregelo Martin.

(h) When my two grandchildren heretofore named, Dorothy Kregelo Martin and Charles Kregelo Martin, shall both have attained the age of twenty one years, they shall become entitled to the immediate possession and take the simple fee title of all real estate prior to that time held and controlled by said The Union Trust Company. It being my intention that when my two above named grandchildren shall have attained the age of twenty one years they shall take the fee simple title and the absolute possession of all of the real estate held by said The Union Trust Company prior to that time and that the management of any part of my estate by said The Union Trust Company shall cease. If there shall be any personal property or accumulations from the real estate in the possession of said The Union Trust Company, the same shall be paid and turned over to my two said grandchildren equally at the time of their becoming twenty one years of age. Said trust shall then entirely cease.

That doubts have arisen and uncertainty exists as to the true intent and meaning thereof in reference to the relative positions and conditions of the defendants as follows:

1. That it may be determined what length of time the entire income of the estate of the deceased shall be paid to his widow, the defendant Laura J. Kregelo.

2. That it may be determined when the income of $100. monthly, shall be paid to Katherine Kregelo Beckwith, the daughter of the deceased and how long such payment shall continue, and by whom such income shall be paid.

3. That it may also be determined when this plaintiff, as Trustee shall pay whatever may be necessary for the reasonable support and education of the defendants Dorothy Kregelo Martin and Charles Kregelo Martin.

4. That it may also be determined when said defendants Dorothy Kregelo Martin and Charles Kregelo Martin shall become entitled to the possession of said estate and all the income thereof.

5. That it may also be determined when the management of said estate by said Union Trust Company, Trustee, shall cease and what are the extent, powers and duties of said Trustee in the management and control of said estate.

Wherefore the plaintiff prays the court for its judgment construing said will, that the doubts existing as to the true meaning and legal effect of the said provisions thereof, above set forth, may be set at rest, and the duties of said plaintiff as such Trustee in the premises as well as the rights of all the parties in interest, definitely determined and fully protected.

Ayres, Jones Hollett,
Attorneys for Plaintiff."

9. That each of the defendants to said cause filed by said, The Union Trust Company, to construe the said last will and testament of said Charles E. Kregelo, deceased, were duly and legally served with summons and notice of the pendency of said cause; that the defendants, Laura J. Kregelo and Katherine Kregelo Beckwith, each appeared in person to said complaint and each filed answer thereto, on the 5th day of June, 1907.

That the answer filed by said Laura J. Kregelo is as follows, to-wit:-

"Comes now Laura J. Kregelo in person, and for answer to the complaint herein, denies each and ever material allegation therein contained. Laura J. Kregelo."

That the answer filed by said Katherine Kregelo Beckwith is as follows, to-wit:-

"Comes now Katherine Kregelo Beckwith in person, and for answer to the complaint herein, denies each and every material allegation therein contained. Katherine Kregelp Beckwith."

That said defendants Dorothy Kregelo Martin and Charles Kregelo Martin were both minors at the time of the filing of said complaint, and at the time of the trial of said case to construe said will, and J. Clyde Huffman was appointed their guardian ad litem in said cause, by said Circuit Court of Marion County, Indiana; that he accepted said trust, and on June 5th, 1907 filed his answer to said complaint as guardian ad litem for said minors, and which said answer is in the words and figures as follows, to-wit:-

"J. Clyde Hoffman, Guardian ad litem for Dorothy Kregelo Martin and Charles Kregelo Martin, for answer to plaintiff's petition herein, denies each and every allegation therein contained. J. Clyde Hoffman, Guardian ad litem."

That said cause was properly placed at issue, and on the 5th day of June, 1907, the same was submitted to the court for trial upon the issues thus formed, and said court having examined and considered said will, and after being sufficiently advised in reference thereto, made its finding, and ordered, adjudged and decreed as follows:-

"Comes now the plaintiff by Ayres, Jones & Hollett, its attorneys, and it appearing to the satisfaction of the Court by the summons filed herein and the return of the Sheriff endorsed thereon, which summons and return thereof reads as follows;(insert) that all of said defendants have been duly served with proper notice of the filing and pendency of the complaint herein more than 10 days prior to the time fixed for the hearing thereof and it appearing to the court that the defendants Dorothy Kregelo Martin and Charles Kregelo Martin are minors, the Court now appoints J. Clyde Hoffman Guardian ad litem for said infant defendants, who now appears and accepts said trust and for and on behalf of said minors files as such Guardian the following answer in general denial to said complaint: (insert).

And the said Laura J. Kregelo appears in person to said complaint and files her answer thereto, which is in the words and figures following, to-wit: (insert). And said Katherine Kregelo Beckwith also appears in person and files her answer to said complaint in the words and figures following, to-wit: (insert).

And now the said complaint is submitted to the Court by which complaint the said plaintiff asks a construction of the last will and testament oc Charles E. Kregelo, deceased, in order that the rights and interests of the said parties and the powers and duties of the said plaintiff as trustee created and arising out of certain provisions of said will may be defined and determined which provisions read as follows:

(f) I hereby bequeath to The Union Trust Company of Indianapolis, as Trustee, for the uses and purposes hereafter stated, the title and possession, no matter where the same may be located. Said The Union Trust Company shall collect the rents, keep up the improvements, pay the taxes, insurance and other assessments made against any such real estate. Said The Union Trust Company is hereby directed every three months to pay over to my said wife Laura J. Kregelo the net proceeds of the income of all of such real estate after the payment of the various sums due from taxation, improvements, etc. as above stated.

(g) My said wife Laura J. Kregelo is to have the income from all of my estate as herein provided until her death.

In the event of the death of my wife prior to that of my daughter Katherine Kregelo Beckwith, I provide that The Union Trust Company shall continue as trustee in the control of the real estate I may leave and that during the life time of my said daughter Katherine Kregelo Beckwith she shall be paid monthly the sum of $100.00 if the net receipts from rentals equal that amount.

I provide that said The Union Trust Company shall, if necessary from the income of the real estate I may leave or from the sale of any that may be necessary, pay whatever may be necessary for the reasonable support and education of my two grandchildren Dorothy Kregelo Martin and Charles Kregelo Martin.

(h) When my two grandchildren heretofore named, Dorothy Kregelo Martin and Charles Kregelo Martin, shall both have attained the age of 21 years, they shall become

entitled to the immediate possession and take the simple fee title of all real estate prior to that time held and controlled by said The Union Trust Company. It being my intention that when my two above named grandchildren shall have attained the age of 21 years they shall take the fee simple title and the absolute possession of all of the real estate held by said The Union Trust Company prior to that time and that the management of any part of my estate by said The union Trust Company shall cease. If there shall be any personal property or accumulations from the real estate in the possession of said The Union Trust Company, the same shall be paid and turned over to my two said grandchildren equally at the time of their becoming 21 years of age. Said trust shall then entirely cease.

And the court having carefully examined and considered said will, and being sufficiently advised in reference thereto, now finds and it is hereby ordered, adjudged and decreed that upon proper construction of said will the true and legal meaning, intent and effect of the said provisions thereof above set forth, and the rights, interests duties and powers of the parties hereto created from and existing thereby are as follows:

1. That said Laura J. Kregelo, the widow of said decedent, shall receive the entire net income of said estate as long as she shall live, which shall be paid to her quarterly or oftener.

2. That in the event the said Katherine Kregelo Beckwith shall survive her mother, the said Laura J. Kregelo, the said Katherine Kregelo Beckwith shall receive from the rentals from said real estate $100.00 per month so long as she shall live, provided the net monthly receipts from such rentals equal $100.00. If said monthly net receipts do not equal said amount, then the said Katherine Kregelo Beckwith shall receive the net proceeds from such rentals. The said payments to Katherine Kregelo Beckwith shall be made by the Union Trust Company, Trustee, until Dorothy Kregelo Martin and Charles Kregelo Martin, or the survivor of them, shall arrive at the age of 21 years, after which time the said payments shall be made by the fee simple owners of said real estate.

3. That in the event of the death of said Laura J. Kregelo, and after paying to the said Katherine Kregelo Beckwith, whatever amount she shall be entitled to receive as hereinbefore set out, the said Union Trust Company, Trustee, shall pay from the income of said real estate, or from proceeds derived from the sale of a portion thereof, if necessary, whatever may be necessary for the reasonable support and education of said decedent's minor grandchildren, Dorothy Kregelo Martin and Charles Kregelo Martin.

4. The Union Trust Company, Trustee, shall continue in possession and control of the said estate until both of such grandchildren or the survivor of them shall have arrived at the full age of 21 years, at which time the said grandchildren Dorothy Kregelo Martin and Charles Kregelo Martin shall take the fee simple title to, and be entitled to the immediate possession of all of said real estate, subject to the payment of the sums herein set out to be paid to Laura J. Kregelo during her life, and to Katherine Kregelo Beckwith so long as she may survive said Laura J. Kregelo; and at such tile the said Union Trust Company, Trustee, shall pay over in equal portions to the said Dorothy Kregelo Martin and Charles Kregelo Martin all of the accumulations from the said real estate, and the said trust shall at that time cease.

5. That the management and control of said property shall continue under the supervision and direction of the Union Trust Company, Trustee, until the said grandchildren or the survivor of them, shall arrive at the age of 21 years. During such time said Trustee shall have exclusive control and management of the said property, with full power to do all acts and things necessary to maintain the same in productive condition as to rents and profits.

And all costs of this proceeding are ordered taxed against the plaintiff to be paid as costs of said estate."

10. That the order, judgment and decree of the said Marion Circuit Court construing said will of said Charles E. Kregelo, deceased, was not thereafter set aside, or appealed from, and that the same thereupon became the final judgment and decree of said Marion Circuit Court in said cause.

11. That subsequent to the probating of the said last will and testament of said Charles E. Kregelo, deceased, The Union Trust Company, as Trustee under said last will and testament, accepted said trust, and entered upon the performance of the duties thereof, and that said, The Union Trust Company, as said Trustee, thereafter from time to time paid the income arising from said trust estate to said Laura J. Kregelo, widow of said testator, and continued to make such payments to her from time to time throughout her life, all of which said payments of income said Laura J. Kregelo accepted and received from said Trustee as and when made.

12. That said Laura J. Kregelo, widow of said Charles E. Kregelo, was born on December 25th, 1844, and that she died testate, a resident of the City of Indianapolis, Marion County, Indiana, on the 7th day of October, 1929; that said Laura J. Kregelo never married after the death of said Charles E. Kregelo, and that at the time of her

death she left surviving her the defendants, Dorothy Kregelo Lee, her granddaughter, and Charles Kregelo Martin, her grandson, and also the plaintiffs, Harry H. Beckwith, Jr., and Richard Beckwith, her grandsons, as her sole and only heirs at law. That said Laura J. Kregelo left surviving her no child, or children, and no descendants of any deceased child, or children, other than her said grandchildren above named.

13. That the last will and testament of said Laura J. Kregelo was duly proved and admitted to probate, in the Probate Court of Marion County, Indiana, on the 10th day of October, 1929, and is recorded in Will Record O.O., pages 189 and 190, and which said will reads as follows, to-wit:-

"LAST WILL AND TESTAMENT OF LAURA JANE KREGELO.

I, Laura Jane Kregelo, a resident of the City of Indianapolis, Marion County, Indiana, being of sound and disposing mind and memory, do hereby make, declare and publish the following to be my last will and testament, and I hereby expressly cancel and revoke any and all former wills and codicils by me at any time heretofore made.

ITEM 1. It is my wish and desire that all my just debts and funeral expenses shall be paid out of my estate as soon after my death as it is possible and convenient to pay the same.

ITEM 2. I hereby give and bequeath to Martha Metcalf, cousin of my beloved husband, Charles E. Kregelo, the sum of two hundred ($200.00) dollars.

ITEM 3. I hereby give and bequeath to my dear friend, Christena Fiscus of said City of Indianapolis, the sum of five hundred ($500.00) dollars.

ITEM 4. I hereby give and bequeath to Laura Kregelo Fiscus, daughter of said Christena Fiscus, the sum of one hundred ($100.00) dollars.

ITEM 5. I hereby give and bequeath to Louis DeKiser Belden, Jr., son of Dr. Louis DeKiser Belden, the sum of two hundred ($200.00) dollars.

ITEM 6. I hereby give and bequeath to Margaret Martin, wife of my grandson, Charles K. Martin, my fur coat.

ITEM 7. I hereby give and bequeath to my cousin, Louise Kregelo, who formerly lived with me, in my home, the sum of one hundred ($100.00) dollars.

ITEM 8. I hereby give and bequeath to my niece, Emma Jones, two hundred ($200.00) dollars in cash, and also my gray party coat.

ITEM 9. I hereby give and bequeath to Margaret Martin, wife of my said grandson, Charles K. Martin, my largest solitaire diamond ring, and also my Onyx chain.

ITEM 10. I hereby give and bequeath to my beloved grandson, Charles K. Martin, the Masonic pendant, or emblem, and also the watch and chain which formerly belonged to my beloved husband.

ITEM 11. I hereby give and bequeath to my beloved granddaughter, Dorothy Kregelo Lee, my diamond pin.

ITEM 12. I hereby give and bequeath to my said granddaughter, Dorothy Kregelo Lee, and to my said grandson, Charles K. Martin, each one of my two large china vases.

ITEM 13. I hereby give and bequeath to said Christena Fiscus, all of my wearing apparel which is not otherwise hereinbefore specifically bequeathed and disposed of by the terms of this will.

ITEM 14. I hereby give and bequeath to my said grandchildren, Dorothy Kregelo Lee and Charles K. Martin, in equal portions, share and share alike, all of my household furniture and fixtures, bric-a-brac, china, linens, silverware, jewelry, cash, stocks, bonds and all other personal property which is not otherwise hereinbefore specifically bequeathed by the terms of this will, the same to be divided between them in equal portions, share and share alike.

ITEM 15. I hereby authorize and direct my executors hereinafter named to sell and reduce to cash, all of the real estate which I may own at the time of my death, and that after the payment of my debts, the expenses of administration of my estate, and the above mentioned legacies and bequests, the balance of the money derived from the sale thereof, I hereby give and bequeath to my beloved grandchildren, Dorothy Kregelo Lee, Charles K. Martin, Richard Beckwith and Harry Beckwith, in equal portions, share and share alike.

ITEM 16. All of the rest and residue of my estate, real, personal and mixed, and wheresoever the same may be situated, I hereby give, devise and bequeath to my said grandchildren, Charles Kregelo Martin, Dorothy Kregelo Lee, Harry Beckwith and Richard Beckwith, in equal portions, share and share alike.

ITEM 17. I hereby constitute and appoint The Union Trust Company of Indianapolis, and Frank B. Ross, my attorney, as Executors of this my last will and testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of Indianapolis, Indiana, this 14th day of May, 1929.

Laura J. Kregelo.

The above and foregoing instrument was signed, sealed and acknowledged by the said Laura Jane Kregelo, as and for her last will and testament in our presence, and we, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, this 14th day of May, 1929.

Frank B. Ross

John Chris
WITNESSES."

That The Union Trust Company of Indianapolis and Frank B. Ross duly qualified as executors of the last will and testament of said Laura J. Kregelo, deceased, in said Probate Court on said 10th day of October, 1929, and that said estate is still pending for settlement in said Probate Court.

14. That the defendant, Dorothy Kregelo Lee, is now a married woman, and is the wife of the defendant, James A. Lee; that her name prior to her marriage to said James A. Lee was Dorothy Kregelo Martin, and that she and the defendant, Dorothy Kregelo Martin are one and the same person.

15. That the plaintiffs, Harry H. Beckwith, Jr., and Richard Beckwith, are the children of said Katherine Kregelo Beckwith and Harry H. Beckwith, Sr., and are heirs at law of said Katherine Kregelo Beckwith, deceased; that said Harry H. Beckwith, Jr., and said Richard Beckwith are both minors, and that the above entitled cause of action was brought by them, by Hugh E. Reynolds, as their next friend.

16. That the defendant, Margaret M. Martin is the wife of the defendant, Charles Kregelo Martin, and that she has no right, title or interest in and to said above described real estate, except such interest that she might have by reason of being the wife of said Charles Kregelo Martin; that said defendant James A. Lee is the husband of said defendant, Dorothy Kregelo Lee, and that he has no right, title or interest in and to said above described real estate, except such interest as he might have by reason of being the husband of said Dorothy Kregelo Lee.

17. That the defendant, the Indiana Trust Company, has acted as the rental agent for said defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, since the death of said Laura J. Kregelo; that it has collected rents on the real estate described in plaintiffs' complaint, up to and including the 2nd day of March, 1931, the sum of $1860.50; that it has paid to said Dorothy Kregelo Lee and Charles Kregelo Martin, out of the rents received by it, the sum of $1207.88; that is paid out on account of repairs, commissions, court costs, insurance, and the upkeep of said real estate, the sum of $484.49, and that it now has a balance in its possession, derived from the collection of said rents, the sum of $168.13, and that said defendant, the Indiana Trust Company, has no right, title or interest in and to said above described real estate,

18. That said defendant Holland Furnace Company has no right, title or interest in and to said above described real estate, and that the liens heretofore asserted by it against said above described real estate have either been fully paid and satisfied, or have expired by virtue of the Statute of Limitations.

19. That the trust created under and by virtue of the terms of the last will and testament of said Charles E. Kregelo, deceased, expired at the time, and on the date of the death of said Laura J. Kregelo, and that said defendant, The Union Trust Company of Indianapolis, as trustee and mortgagee, now has no right, title or interest in and to said above described real estate, or any part thereof, except that said, The

Union Trust Company of Indianapolis, now holds a mortgage on said parcel number one of the real estate above described for the sum of $6000.00, bearing date of April 11th, 1928, and which said mortgage becomes due and payable five years after date, with 6% interest from date until paid, and which said mortgage was executed by said Laura Jane Kregelo, and also said Dorothy Kregelo Lee and James A. Lee, her husband, and also by said Charles Kregelo Martin and Margaret M. Martin, his wife; that the interest on said mortgage is paid to October 11th, 1930.

20. That said defendant, The First National Bank of Covina, California, now holds a mortgage on the undivided interest in said above described real estate owned by said defendant, Charles Kregelo Martin, which was executed by said defendants, Charles Kregelo Martin and Margaret Martin, his wife, to said First National Bank of Covina, California, on February 14th, 1927, to secure the payment of a note for $3580.11, and which said note and mortgage became due six months after date, and draws interest at the rate of 8% per annum, payable quarterly; that said defendant, The First National Bank of Covina, California, also holds a mortgage against the undivided interest of said Charles Kregelo Martin in said real estate, executed by said defendants, Charles Kregelo Martin and Margaret Martin, his wife, on February 14th, 1927, to secure the payment of a note for $7413.52, and which said note and mortgage became due and payable six months after date, and draws interest at the rate of 8% per annum, payable quarterly; that said defendant, The First National Bank of Covina, California, also holds a mortgage on the undivided interest in said above described real estate owned by said defendant, Charles Kregelo Martin, which was given by him and his said wife, to secure the payment of a note for $11,000.00, executed by said defendant, James A. Lee, and made payable to said defendant, Charles Kregelo Martin, and which said note is dated January 23rd, 1923, and becomes due and payable ten years after date, with interest thereon at the rate of 7% per annum, payable semi annually, and which said note was, by said defendant Charles Kregelo Martin, endorsed and transferred to said defendant, First National Bank of Covina, California, and is now owned by said bank; that said above described mortgage was recorded on March 30th, 1927, in Mortgage Record 988, at page 92, of the records of the Recorder's Office of Marion County, Indiana; that said Charles Kregelo Martin has paid said note for $11,000.00, and all interest due thereon, and that the balance of said mortgage remains unsatisfied. That said defendant, The First National Bank of Covina, California, has no right, title or interest in and to said above described real estate, or any part thereof, other than the interest it has in the undivided part thereof belonging to said defendant, Charles Kregelo Martin, by virtue of the notes and mortgages above mentioned.

21. That said Katherine Kregelo Beckwith preceded the said Laura J. Kregelo in death; that said Katherine Kregelo Beckwith died on the 26th day of May, 1918, testate, being a resident of Marion County, in the State of Indiana, at the time of her death, and that she left surviving her, as her sole and only heirs at law, her husband, the said Harry H. Beckwith, Sr., and her children, the plaintiffs, Harry H. Beckwith, Jr., and Richard Beckwith, and the defendants, Dorothy Kregelo Lee and Charles Kregelo Martin; that said Katherine Kregelo Beckwith was never divorced from her husband, the said Harry H. Beckwith, Sr., and that said Harry H. Beckwith, Sr., died in March, 1927, and that the said last will and testament of said Katherine Kregelo Beckwith was duly proven and admitted to probate in the Probate Court of Marion County, Indiana, on the 21st day of January, 1930, and is recorded in Will Record O.O., at page 459, and that said will is

in the words and figures as follows, to-wit:-

"WILL.

I, Kathryn K. Beckwith, of the City of Los Angeles, County of Los Angeles, State of California, hereby make and publish this my last will:-

I devise and bequeath all property, both real and personal, of which I die possessed, in equal shares to my two children, Dorothy Martin and Charles K. Martin.

I purposely leave nothing to my husband, Harry H. Beckwith, or to our two children, Harry H. Beckwith, Jr., and Richard Beckwith, as I expect my said husband to provide and care for our two children.

I hereby appoint my said daughter Dorothy and William D. Howard, respectively executrix and executor of this my last will, and direct that no bond be required of them, or either of them, upon qualifying as such executrix or executor, giving unto my said executrix and executor or either of them, should the other not qualify, full power and authority to sell any or all property, both real and personal, belonging to my said estate, without leave of court first had.

Dated this 23rd day of November, 1917.

Kathryn K. Beckwith.

The foregoing instrument was, on the date thereof, subscribed in our presence by Kathryn K. Beckwith, and she, then and there in our presence declared the same to be her last will, and we, then and there, at her request and in her presence and in the presence of each other, hereunto subscribe our names, together with our respective places of residences, as witnesses to the execution of said will by her.

Residing at Victor S. Johnson
1005 W. 28th St.
Los Angeles, Calif.

Residing at Rex B. Goodsell
561 Arrowhead Ave.,
San Berandino, Calif."

That Frank B. Ross qualified as administrator with the will annexed of the estate of said Katherine Kregelo Beckwith, deceased, in the Probate Court of Marion County, Indiana, on the 21st day of January, 1930; that said Frank B. Ross, as such administrator, has filed his final report in said estate; that notice has been given of the filing of said report, as by law required, and that said report is set for final hearing on April 11th, 1931.

And now, upon the foregoing facts, the court concludes as follows:

1. That Items (f), (g) and (h) of the last will and testament of Charles E. Kregelo, deceased, constitute a valid testamentary disposition of the real estate described in plaintiffs' complaint, and that said testamentary disposition does not contain any provision limiting or suspending the power of alienation of said real estate in violation of any law of the State of Indiana.

2. That the defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, are the owners in fee simple as tenants in common of the following described real estate in Marion County, in the State of Indiana, to-wit:

Parcel No. 1. All of lots Nos. 1, 2 and 3 of the Edward G. Cornelius Subdivision of lot No. 7 of W. H. Morrison's Subdivision of Lots Nos. 22 and 23 of Henderson's Addition to the City of Indianapolis, County of Marion, State of Indiana, as per map of said Cornelius Subdivision recorded in Plat Book 7, page 153, of the records of the County Recorder of said county, excepting therefrom the north 49.1 feet (between parallel lines) of each of said lots, and the east 3.6 feet of the south 76.2 feet (all between parallel lines) of said lot No. 1.

Parcel No. 2. Also a lot bounded as follows, to-wit: Beginning at the northwest corner of the southwest ¼ of Square No. 38, running thence south fifty feet to a point; running thence east 195 feet to Hudson Alley; running thence north 50 feet to the northeast corner of said southwest ¼ of Square No. 38; running thence west along the south line of Miami Alley 195 feet to the place of beginning, known as Nos. 219, 221 and 223 North Delaware Street, in the City of Indianapolis, Marion County, Indiana;

under and by virtue of the provisions of Items (f), (g) and (h) of the last will and testament of Charles E. Kregelo, deceased, and that the plaintiffs have no right, title or interest therein; that the claim of the plaintiffs to be the owners as tenants

in common with the said defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, of any portion of said real estate is unfounded and without right, and is a cloud upon the title of said defendants in and to said real estate and that said defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, are entitled to have their title to said real estate quieted as against the claims and asserted title of the plaintiffs, and each of them.

3. That neither of the defendants, Indiana Trust Company, nor the Holland Furnace Company, have any right, title or interest in or to any of the said real estate.

4. That the trust created by Items (f), (g) and (h) of the last will and testament of Charles E. Kregelo, deceased, was terminated by the death of Laura J. Kregelo on the 7th day of October, 1929, and that the defendant, The Union Trust Company of Indianapolis, Indiana, as trustee of said trust, now has no right, title or interest in and to said real estate or any part thereof.

5. That the entire interest or fee simple title of said defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, in and to that portion of said real estate designated as Parcel 1, is subject to a certain mortgage held by The Union Trust Company of Indianapolis, Indiana, executed April 11, 1928, by Laura Jane Kregelo, Dorothy Kregelo Lee and James A. Lee, her husband, and by Charles Kregelo Martin and Margaret M. Martin, his wife, to secure the payment of $6,000.00, with interest at the rate of six per cent per annum from date until paid, and that said defendant, The Union Trust Company of Indianapolis, Indiana, has no other right, title or interest in and to any of said real estate.

6. That the right, title and interest of the defendant, Charles Kregelo Martin, in and to all of the real estate described in said parcels numbered one and two hereinabove set forth, is subject to a mortgage securing two notes, one for $3,580.11, dated February 14, 1927, which became due and payable on or before six months after date, and also a note for $7,413.52, dated February 14, 1927, and which became due and payable six months after date; that both said mortgage and notes are now held and owned by the First National Bank of Covina, California, and draw interest at the rate of eight per cent per annum from date until paid, and that said First National Bank of Covina, California has no other right, title or interest in and to said real estate or any part thereof.

7. That the defendant, James A. Lee, is the husband of Dorothy Kregelo Lee, and is not the owner of any right, title or interest in and to any of said real estate; and that the defendant, Margaret M. Martin, is the wife of Charles Kregelo Martin, and that she has no right, title or interest in and to said real estate, except as the wife of said defendant.

8. That the plaintiffs ought to take nothing by their complaint herein; that defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, are entitled to recover upon their cross-complaint against the plaintiffs, and that all the defendants ought to recover of and from the plaintiffs thei costs herein laid out and expended, taxed in the sum of $_____.

A. J. Stevenson
JUDGE, HENDRICKS CIRCUIT COURT

And now the plaintiffs each separately and severally except to each conclusion of law separately and severally.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiffs take nothing by their complaint herein, and that the defendants, Dorothy

Kregelo Lee and Charles Kregelo Martin, recover upon their cross-complaint against the plaintiffs herein; that the defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, are the owners of the fee simple title as tenants in common of the real estate described in the complaint and in said defendants' cross-complaint herein, located in Marion County, Indiana, and described as follows, to-wit:

Parcel No. 1. All of lots Nos. 1, 2 and 3 of the Edward G. Cornelius Subdivision of lot No. 7 of W. H. Morrison's Subdivision of Lots Nos. 22 and 23 of Henderson's Addition to the City of Indianapolis, County of Marion, State of Indiana, as per map of said Cornelius Subdivision recorded in Plat Book 7, page 153, of the records of the County Recorder of said county, excepting therefrom the north 49.1 feet (between parallel lines) of each of said lots, and the east 3.6 feet of the south 76.2 feet (all between parallel lines) of said lot No. 1.

Parcel No. 2. Also a lot bounded as follows, to-wit: Beginning at the northwest corner of the southwest ¼ of Square No. 38, running thence south fifty feet to a point; running thence east 195 feet to Hudson Alley; running thence north 50 feet to the northeast corner of said southwest ¼ of Square No. 38; running thence west along the south line of Miami Alley 195 feet to the place of beginning, known as Nos. 219, 221 and 223 North Delaware Street, in the City of Indianapolis, Marion County, Indiana;

that said fee simple title of said Dorothy Kregelo Lee and Charles Kregelo Martin to said above described real estate designated as Parcel 1, is subject to a mortgage held and owned by The Union Trust Company of Indianapolis, Indiana, executed April 11, 1928, to secure the payment of $6,000.00, with interest at the rate of six per cent per annum from date until paid, and that the undivided interest of said Charles Kregelo Martin in and to all of the above described real estate designated as Parcels 1 and 2, is subject to a certain mortgage dated February 14, 1927, now held and owned by the First National Bank of Covina, California, to secure two promissory notes of that date for the sum of $3,580.11 and $7,413.53, respectively, with interest at the rate of eight per cent per annum from date until paid, and that neither said The Union Trust Company of Indianapolis, Indiana, now said First National Bank of Covina, California, has any other or further interest in and to said real estate or any part thereof, and that none of the other defendants have any right, title or interest in and to any of said real estate; that the claim and asserted title of the plaintiffs and each of them in and to said real estate or any part thereof is without right and unfounded, and that the title of the defendants, Dorothy Kregelo Lee and Charles Kregelo Martin, in and to said real estate be, and the same is hereby, quieted and forever set at rest as against the plaintiffs and each of them and all persons claiming under them or either of them.

And it is further ordered, adjudged and decreed by the court that the defendants recover of and from the plaintiffs the costs herein laid out and expended, in the sum of $_____.

GENERAL COURT ALLOWANCES FOR THE MARCH TERM, 1931.

Leonard R. Christie, Bailiff	$ 122.50
Frank Tucker, Clerk - Stamps, and paper for window	104.40
Lewis L. Pounds, Sheriff	98.00
Frances Hiatt, Court Reporter	250.00
Fred Stewart, Jury Commissioner	3.00
Fletcher McCalment	3.00
John Hume, Special Judge	30.00
Archie J. Kahl, Special Judge	10.00
H. E. Wood	1.00
West Publishing Co.	15.00

Alvin Hall		$ 25.00
J. L. Wilson		9.09
American Law Book Company		8.00
S. L. McCurdy		5.00
Grand Jury:		
William Everett		4.80
Walter Kellum		4.70
Rollie Proffit		4.00
Alva Edmonson		3.80
Murate Keeney		4.00
Merrill Denny		4.10
Petit Jury:		
W. C. Osborne		6.20
J. O. Tinder		6.20
H. H. Allen		7.00
John Crosby		82.00
Ernest Tinder		47.60
Frank Canery		79.80
J. S. Jones		70.00
Gene Ratcliff		63.20
John Lux,		84.00
Martin King		72.20
Ross Brickert		64.00
C. W. Horne		6.20
Charles Zimmerman		4.30
C. A. Disney		59.40
W. E. Christie		60.80
Claude Jordon		90.00
Bert Henderson		64.50
H. J. Woody		68.00
Walter Moon		46.20
Dale Purlee		16.00
Lewis Johnson		33.30
W. S. Simmons		26.60
Earl Brunes		9.80
Wm Kenney		9.00
William Richardson		8.80
Ralph Snyder		7.60
Orian Merritt		7.60
East Side Restaurant,	26 Meals, @ 50¢ each	13.00
E. D. Crawley,	26 Meals, @ 50¢ each	13.00
Greene Tea Cafe,	39 Meals, @ 50¢ each	19.50
Greene Tea Cafe,	13 Lunches @ 15¢ each	1.95
J. M. Housman,	13 Meals, @ 50¢ each	$ 6.50
TOTAL COSTS		$ 1,843.64

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 Court be continued to the May Term, 1931, of said Court.

And Court adjourned until Court in course,

Record read and signed in open Court.

A. J. Stinnson, Judge.

V A C A T I O N.

BE IT REMEMBERED, That on the 28th day of April, 1931, the same being in Vacation of the Hendricks Circuit Court of Hendricks County, Indiana, before the Honorable A. J. Stevenson, Sole Judge thereof, the following proceedings were had, to-wit:

THE STATE OF INDIANA)
VS) # 7119
BENJAMIN LARISON)

Comes now the defendant, by counsel, and files motion for a new trial in vacation, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker Clerk.

Monday, May 4th, 1931, and the 1st day of the May Term, 1931.

Monday Morning, May 4th, 1931.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the May Term, 1931, 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 May, 1931, that being the day fixed by law for holding said term of Court.

Present Honorable A. J. Stevenson, Judge.
Arny M. Watkins, Prosecuting Attorney,
Lewis L. Pounds, Sheriff.
Frank Tucker, Clerk.

Whereupon the said Sheriff proclaimed said Court open, according to law, and the following proceedings were had, to-wit:

OATHER JULIUS PORTER)
VS) # 12627
C. A. EDMONSON CO.)

Comes now, M. L. Clawson, attorney, herein, and withdraws his appearance as attorney for the plaintiff.

ELMER A. SPIEGEL)
VS) # 12668 Judgt. vs Pltf. for Costs.
WILL H. ADAMS) J. D. 15, Page 240.

Come now the parties, by counsel, and it appearing to the Court that this cause has been settled, the same is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Elmer A. Spiegel, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

HAMILTON-MOORE LAND CO.)
VS) # 12869 Judgt. vs Pltf. for Costs.
LUCY HILL) J. D. 15, Page 240.

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Hammilton-Moore Land Company, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

ALMA KATHERINE HUFF)
VS) # 13028
HARRY BULLOCK)
FRANCES LEROY BULLOCK, et al.)

Comes now, Frederick R. Bonefield, attorney, herein, and withdraws his appearance for the defendant, William F. Bullock.

ELMER E. FLECKENGER)
VS) # 13094
CLYDE R. MASTEN)

Comes now the plaintiff, by counsel, and files reply, which reply is in the words and figures following, to-wit: (H.I.).

JOHN W. BARRINGER)
VS) # 13217
GUILFORD TOWNSHIP OF)
HENDRICKS COUNTY AND)
GUILFORD SCHOOL TOWN-)
SHIP AND HENDRICKS)
COUNTY.)

Comes now the defendant, by counsel, and files motion to make more specific, which motion is in the words and figures following, to-wit: (H.I.).

THE MEYER-KISER BANK,)
GUARDIAN OF FRANK B.)
HELLMAN)
VS) # 13235
GAIL GREENEN)

Comes now, J. E. McDonald, attorney, herein, and withdraws his appearance for plaintiff.

ADMISSION OF ESTHER E. McCONNAHA)
TO THE BAR) Admitted to Bar.

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

And now comes the said Esther E. McConnaha and swears that she will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Councillor at-law at this Bar; so help him God.

STILLWELL WILSON)
VS) # 13102
FRED MARSHALL)

Comes now the defendant, in the above entitled cause, and within the time allowed by the court files his bill of exceptions containing the instructions given by the court, which bill of instructions is in the words and figures as follows, to-wit:

STATE OF INDIANA)
)ss:
HENDRICKS COUNTY)

HENDRICKS CIRCUIT COURT
MAY TERM, 1931

Stillwell Wilson
vs
Fred Marshall

Comes now the defendant, in the above entitled cause, and presents to the court his bill of exceptions, containing the instructions given by the court of its' own motion in said cause, and the court finding that said bill of exceptions contains the instructions given by the court of its' own motion in the above entitled cause does now allow said bill of exceptsions and the same is now signed by the Judge of the Hendricks Circuit Court this 4th day of May, 1931. And said bill of exceptions is ordered filed and made a part of the record in this cause.

A. J. Stevenson
Judge of Hendricks Circuit Court

INSTRUCTIONS

STATE OF INDIANA)
)
HENDRICKS COUNTY)

STILWILL WILSON)
)
VS)
)
FRED MARSHALL)

INSTRUCTION NO. 1.

Gentlemen of the Jury:

This is an action for damages wherein Stilwell Wilson is plaintiff and Fred Marshall is the defendant. The complaint is on an amended complaint which is substances charges that the plaintiff, Stilwell Wilson during the month of September, 1929, was employed by the defendant, Fred Marshall to work for him as a farm laborer upon and in connection with the farm of the defendant located in Hendricks County, Indiana. And that while engaged in loading and hauling manure on September, 15, 1929, the defendant unlawfully, carelessly and negligently assaulted and struck plaintiff on the knee and leg with the tine of a pitch fork with which the defendant was hauling manure.

By reason thereof plaintiff suffered a severe injury which has resulted in great physical pain, a permanent impairment of the use of his limb, and thereby greatly reducing plaintiff's earning capacity, and plaintiff was unable to engage in manual labor for a period of ten weeks and that his time for said ten weeks was worth $100.00 that he has had to expend and is indebted for medicine and care of his limb in the sum of $50.00 and that he has been damaged in the sum of $5000.00.

Wherefore plaintiff prays judgment against said defendant for the sum of $5000.00 and all general and proper relief.

To this complaint the defendant has answered by a general denial.

These pleadings form the issues you are to try in this case.

INSTRUCTION NO. 2

The court instructs you that the mere fact that this accident happened is not to be taken by you as any evidence of liability on the part of the defendant. Before the plaintiff can recover he must prove by a fair preponderance of the evidence that the defendant either negligently or intentionally injured him.

INSTRUCTION NO. 3.

If this action is based on negligence, then it might be proper for the court to define negligence. Negligence is the doing of something which an ordinarily careful and prudent person would not do under the circumstances of the case or the failure

to do something which an ordinarily prudent person would do under the circumstances of the case where there is a duty to act or not to act. In other words, negligence is the violation of the duty to exercise ordinary care.

Instruction No. 4.

If you shall therefore find from a preponderance of the evidence that the defendant negligently and carelessly stuck the plaintiff with his pitch fork and you further find that the plaintiff himself was free from any negligence which contributed to his injury, then it would be your duty to find for the plaintiff, if you find he was injured as the proximate result of that negligence. If you should by a fair preponderance of the evidence find that the defendant purposely and intentionally struck the plaintiff with his pitch fork and that such stricking was done in a rude or insolent or angry manner, then the plaintiff should be entitled to recover and your verdict should be for the plaintiff, if you find he was injured by such unlawful stricking.

If you find on the other hand that this injury was not carelessly inflicted on the part of the defendant, then it belongs to that class that is designated purely accidental and for which no liability exists.

If you should find for the plaintiff and find that he has been injured, then it would be your duty to assess his damages in a sum that would fully and fairly compensate him for whatever injury he has received.

INSTRUCTION NO. 5.

When you retire to your room to deliberate upon this case you should select one of your number foreman to preside over your deliberations.

If, under the law as I have detailed it to you and under the facts, you find the plaintiff is entitled to recover, then the form of your verdict should be, we, the jury find for the plaintiff, and assess his damages in the sum of $_____, here you will insert the amount you find he is entitled to recover.

If on the other hand you find under the law and under the evidence that the plaintiff is not entitled to recover then your verdict should be, we the jury, find for the defendant. Whatever verdict you agree upon should be deduced to writing, signed by your foreman and returned into open court.

A. J. Stevenson
Judge of the Hendricks Circuit Court

Comes now the defendant within the term at which said above cause was tried, and the reporter of the Hendricks Circuit Court having transcribed the shorthand notes of the Court's instructions the defendant excepts to the giving of each of the above and foregoing instructions numbered from 1 to 5 inclusive which exceptions are now allowed by the court this 27th day of April 1931 and the court finds that said above instructions and the instructions which the court gave to the jury in the above cause. Dated this 27th day of April, 1931.

A. J. Stevenson
Judge Hendricks Circuit Court

And now the court having examined said bill of exceptions containing instructions finds that said bill of exceptions is true and contains the instructions given by the court of its' own motion to the jury, in the above entitled cause.

And now said bill of exceptions is allowed and signed by the court and ordered filed and made a part of the record of this cause.

And the defendant now files motion and reason for a new trial, which motion and reason is in the words and figures following, to-wit: (H.I.).

BENNETT TINCHER)
VS) # 13115 Judgt. vs Defts. for $261.16 and Costs.
WYATT W. COSNER) J. D. 15, Page 240.
JOSEPH S. CARTER)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant, Wyatt W. Cosner has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And this cause being at issue, the same 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, finds for the plaintiff, and that there is due said plaintiff from the defendant, Wyatt W. Cosner and Joseph S. Carter on the note sued upon the sum of $236.16 in principal and interest, and the further sum of $25.00 as a fee for the services of the plaintiff's attorneys, all of which summs the plaintiff is entitled to have and recover of and from said defendants together with the costs of this action.

The Court further finds for the defendant Joseph S. Carter on his cross-complaint and that he is surety for the defendant, Wyatt W. Cosner on said note, and that said Wyatt W. Cosner should first be exhausted before proceeding against the property of said Joseph S. Carter.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Wyatt W. Cosner and Joseph S. Carter, the sum of $261.16, together with the costs for this action taxed at _____ dollars and _____cents.

It is further considered and adjudged by the Court that said Wyatt W. Cosner be first exhausted before proceeding against the property of said Joseph S. Carter.

THE STATE OF INDIANA)
)
VS) # 7095
)
HENRY CLARKSTON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files written motion to dismiss the above charges, which written motion is in the words and figures following, to-wit: (H.I.).

And the Court having been sufficiently advised in the premises, finds that said cause should be dismissed, and now said written motion is sustained.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and cause is now nollied.

Monday, May 4th, 1931, and the 1st day of the March Term, 1931.

GAIL H. VAUGHN)

VS) # 12240 (This entry is of May 5th, 1931.)

DELBERT VAUGHN)

Come now the parties, by counsel, and the Court having heard the evidence in this case, does now take the same under advisement.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday, May 5th, 1931, and the 2nd day of the May Term, 1931.

Tuesday Morning, May 5th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GRACE F. GAMBLE)

GRACE F. VS) # 12448 Judgt. vs Pltf. for Costs.

T. H. I. & E TRACTION CO.) J. D. 15, Page 240

Come now the parties, by counsel, and it appearing to the Court that this cause has been settled, the same should now be dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Grace F. Gamble, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

BRANDT C. DOWNEY CO.)

VS) # 12262 Judgt. vs Pltf. for Costs.

DWIGHT H. TRUCKSESS) J. D. 15, Page 241

Come now the parties, by counsel, and it appearing to the Court that this cause has been settled, the same should now be dismissed at the plaintiff's cost. It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Brandt C. Downey Co., is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FEDERAL CHEMICAL CO.)

VS) # 12686 Judgt. vs Pltf. for Costs.

JOE V. HAMBLEN, ET AL.) J. D. 15, Page 241.

Comes now the plaintiff, by councel, and upon his motion, this cause should be dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Federal Chemical Co., is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

CLARENCE SULLIVAN)

VS) # 12694 Judge. vs Pltf. for Costs.

ADOLPH WEGMAN) J. D. 15, Page 241.

Come now the parties, by counsel, and it appearing the the Court that this cause has been settled, the same should not be dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Clarence Sullivan, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

MULBERRY STATE BANK,)
MULBERRY, INDIANA.)
VS) # 12974 Judgt. vs Pltf for Costs.
HUBERTY H. WOODSMALL) J. D. 15, Page 241.

It appearing to the Court that this cause has been settled, the same is now dismissed by the Court for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Mulberry State Bank, Mulberry, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

JOHN W. RODEFER)
VS) # 12908 Judgt. vs Pltf for Costs.
J. L. HODNICK, WHOSE) J. D. 15, Page 242.
CHRISTIAN NAME IS UN-)
KNOWN TO THIS PLAINTIFF)

The Court upon its own motion does now dismiss this cause of action for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, John W. Rodefer, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

ARTHUR G. BLAIR)
VS) # 13225 Judge, Pltf. for
BENJAMIN G. DICKEY)
THRESA B. DICKEY)
BECKER ROOFING CO.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before May 15th, 1931.

ADMISSION OF FRANCIS H. CARTER) Admitted to Bar.
TO THE BAR)

Comes now Otis E. Gulley, a qualified practicing attorney of this Court and moves the Court, that Francis H. Carter be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Francis H. Carter and swears that she will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Counsillor at-law at this Bar; so help her God.

ADMISSION OF WARREN FRANCIS COLLINS) Admitted to Bar.
TO THE BAR)

Comes now Thad S. Adams, a qualified practicing attorney of this Court and moves the Court, that Warren Francis Collins be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Francis H. Carter and swears that he will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge his duties as an Attorney and Counsillor at-law at this Bar; so help him God.

CLAYTON BANK AND TRUST COMPANY)
VS) # 13207
CANDACIA RICHARDSON)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court now agree upon the appointment of Honorable Otis E. Gulley as such special judge, who now comes and accepts said appointment and qualifies and assums jurisdiction of said cause which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1931

Clayton Bank & Trust Co)
AGAINST) No. 13207
Candacia Richardson)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Otis E. Gulley, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

May 5 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Otis E. Gulley, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Clayton Bank & Trust Co. against Candacia Richardson so help me God.

Otis E. Gulley

Subscribed and sworn to this 5th day of May 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

THE STATE OF INDIANA)
VS.) # 7150 Judgt. vs Deft. for $25.00 and Costs.
BENNIE TAYLOR) J. D. 15, Page 242.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of the crime charged.

Whereupon the Court being duly advised, finds that the defendant should make his fine unto the State of Indiana in the penal sum of $25.00.

The Court further finds that the said defendant is eighteen years of age, and he should stand committed to the Indiana State Farm for a period of ninety days, and that he should pay and satisfy the costs of this action, and should stand committed until said fine and costs are paid or staid.

It is, therefore, considered and adjudged by the Court that the defendant, Bennie Taylor, be and he is fined unto the State of Indiana in the penal sum of $25.00.

It is further considered and adjudged by the Court that said defendant stand committed to the Indiana State Farm for a period of ninety days, and that he pay and satisfy the costs of this action, taxed at _____dollars and _____cents, and said Bennie Taylor stand committed until said fine and costs are paid or staid.

THE STATE OF INDIANA)
VS) # 7151 Judgt. vs Defts. each $25.00 and Costs.
DEWEY PARKER) J. D. 15, Page 242
WILLIAM CROWE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants in their own proper persons, and each being duly arraigned in open Court, sais that he is guilty of the offence charged.

Whereupon the Court being duly advised, finds that the defendants each for himself should make his fine unto the State of Indiana for the penal sum of $25.00, that they each should pay the costs of this action, and that they each should stand committed to the County Jail until such fine and costs are paid or staid.

It is, therefore, considered and adjudged by the Court that the defendants, Dewey Parker and William Crowe, each for himself to make his fine unto the State of Indiana for the penal sum of $25.00, that each pay the costs of this action, taxed at _____dollars and _____cents, and that they each stand committed to the County Jail until such fine and costs are paid or staid.

FRANK J. REMBUSCH)
VS) # 12898 (This entry is of the 6th day of May, 1931.)
FLETCHER AMERICAN)
NATIONAL BANK,)
INDIANAPOLIS, INDIANA)

Comes now the defendant, by counsel, and files motion to strike out parts of amended complaint, which motion is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A.M., Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, May 6th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE MEYER-KISER BANK,)
GUARDIAN OF FRANK B.)
HELLMAN)
VS) # 13235
GAIL GREENEN)

Comes now the defendant, by counsel, and files motion and affidavit for continuance, which motion and affidavit is in the words and figures following, to-wit: (H.I.).

And the Court being sufficiently advised this cause is now continued to June 3rd, 1931.

IDA M. DOUGHTY,)
VS) # 13247 Decree for Partition of Real Estate.
EUGENE Z. CUMMINGS,) Judge. vs Pltf., Ida M. Doughty, and
GERALDINE M. BLESSING,) Eugene Z. Cummings, Deft. for Costs.
GERALDINE M. BLESSING) J. D. 15, Page 242.
TRUSTEE FOR CHARLES)
LOTAN WHITE, &)
CARRIE CUMMINGS.)

Comes now the plaintiff by Thad S. Adams, her attorney, and shows to the court, and files herein, the summons issued for the defendant Eugene Z. Cummings, together with the return of the Sheriff endorsed thereon, which summons and Sheriff's return are in words and figures as follows, (H.I.) whereby it appears to the satisfaction of the court, that said defendant was duly and legally notified of the filing and pendency of this cause of action for more than ten days prior to the 4th, day of May 1931, the same being the 1st, judicial day of the May Term 1931, of the Hendricks Circuit Court.

And said Eugene Z. Cummings, failing to appear and answer to the complaint herein, is now on the order of the court, three times loudly called, but comes not, and herein wholly makes default. And now comes the defendants Geraldine M. Blessing, Geraldine M. Blessing Trustee, for Charles Lotan White, and Carrie Cummings, and files their several appearances and answers herein, the same being in words as follows, (H.I.) And now upon plaintiffs motion this cause is submitted to the court, upon the issue joined by the complaint, default and answers, for trial, hearing, judgment and decree, And the court having heard the evidence, and being duly and advised in the premises, now says and finds that the plaintiff Ida M. Doughty, and the defendant Eugene Z. Cummings are the owners in fee simple, and tenants in common, of the following described Real Estate, situated in Hendricks County, and State of Indiana to-wit; A part of the South half (1/2) of the North East Quarter (1/4) of Section Fifteen (15), Township Fifteen (15) North, Range One (1) West described and bounded as follows, to-wit;

Beginning at a part on the West line of the South West Quarter (1/4) of the South East

Quarter (1/4) of Section Fifteen (15) Township Fifteen (15) North, Range One (1) West, 7.17 chains North of the South West corner thereof, and running thence East to the middle of the Danville and Cartersburg Gravel Road. Thence South 39-1/4 degrees East along the center of said Road to the South line of said North East Quarter(1/4) Section (15), Thence West 30.77 chains to the South West corner of said Quarter (1/4) Section, (the same being the center of Section) Thence North to the place of beginning, containing Twenty (20) acres more or less. That the said Ida M. Doughty, and Eugene Z. Cummings, are each the owner of the undivided one half (1/2) part in value of said lands, and that they are each legally entitled to have partition thereof, and to have their respective interests therein, set off to them in severalty, The court further finds that the defendants Geraldine M. Blessing, Geraldine M. Blessing Trustee for Charles Lotan White, and Carrie Cummings are the holders of certain judgments of record in the judgment records of the Hendricks Circuit Court, against the defendant Eugene Z. Cummings, which are a lien on the undivided interest of said Eugene Z. Cummings, in said described real estate, and that said defendants are entitled to have their said judgment liens transferred to that specific part of said real estate, that may be set off to said Eugene Z. Cummings, in severalty, Wherefore it is now hereby ordered, adjudged and decreed by the court, that the aforesaid owners of said described real estate, have partition and division thereof, and that each of them, have their one half part in value thereof, set off to them in severalty, and that the aforesaid judgment liens against the share and interest of said Eugene Z. Cummings, attach to the part thereof that may be set off to him in severalty. And now for the purpose of carrying the above judgment and decree into effect, the court appoints Carl Logan, Surveyor of Hendricks County, Herbert E. Jenkins, and William Mackey, as Commissions to make partition and division of said lands, and to set off and assign to each of said owners, their respective share and interest therein, in severalty, and said Commissioners are directed to make a report of their doings herein, without unnecessary delay.

It is further ordered and directed that a fee of Fifty ($50.00) Dollars for Thad S. Adams, attorney herein, be taxed as part of the costs of this action, and that all costs taxed herein, including said attorney fee, be paid one half by the said Ida M. Doughty, and one half by the said Eugene Z. Cummings, and that said costs be the first and paramount lien against the respective parts of said real estate that may be set off to them.

And time is now given for said Commissioners to make said partition of said real estate, and they are directed to make report of such partition to the court.

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

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

C. J. Stevenson, Judge.

Thursday Morning, May 7th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

IRA B. GOFF)
VS) # 12933
SERVICE CAB COMPANY)

Comes now the defendant, by counsel, and files demurrer to plaintiff's complaint, which demurrer is in the words and figures following, to-wit: (H.I.)

CHARLES M. CLARK)
VS) # 13164
GEORGE AND ANNIE)
CLODFELTER)

Comes now the plaintiff and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

HAZEL SMITH)
VS) # 13259
MORTON B. SMITH)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on her complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

Arny M. Watkins, prosecuting attorney, is now caled and makes defense. The Court having heard the evidence in this case, does now take the same under advisement.

GLADYS SHUMAKER, PLAINTIFF) Decree and Judgment - Divorce.
VS) # 13097 Judge. vs Pltf. for Costs.
HERMAN R. SHUMAKER, DEFENDANT.) J. D. 15, Page 243.

Come now the parties by counsel, and it appearing to the court that the defendant has been duly served with process more than sixty days before this date, which said summons together with the return of the sheriff thereon are in words and figures as follows (insert).

And the 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 advised in the premises finds for the plaintiff and that the allegations of plaintiff's complaint are true and that she is entitled to a decree of divorce from said defendant on the grounds therein alleged. The court further finds that said plaintiff is a suitable and proper person to have the care, custody and control of the child named in said complaint.

It is therefore considered and adjudged by the court that

the bonds of matrimony existing between plaintiff and defendant herein be, and they are hereby, dissolved and that said plaintiff is hereby granted a divorce from said defendant.

It is further considered and ordered by the court that the plaintiff have the care and custody and control of Winona May Shumaker aged one year, until the further order of this court.

And the plaintiff shall be required to pay the costs of this action taxed at _____dollars and _____cents.

MABELLE SEATON, ET AL)
VS) # 11595
A. EMMETT BLY, ET AL)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court now agree upon the appointment of Honorable Charles V. Sears as such special judge, who now comes and accepts said appointment and qualifies and assums jurisdiction of said cause which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1931

Mabelle Seaton, et al.)
)
AGAINST) No. 11595
)
A. Emmett Bly, et al.)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Charles V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

May 7 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Charles V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Mabelle Seaton, et al against A. Emmett Bly, et al,so help me God.

Charles V. Sears

Subscribed and sworn to this 7th day of May 1931 before me, Clerk of said Court.

(SEAL)

Frank Tucker, Clerk
Clerk Hendricks Circuit Court.

CAPITAL SECURITIES CO.)
VS) # 13232 Judgt. vs Deft. for $45.00 and Costs.
ALBERT ALLEE) J. D. 15, Page 243.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear

and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And 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, finds for the plaintiff, that said plaintiff is owner and entitled to immediate possession of real estate described in plaintiff's complaint, and that the defendant has unlawfully held possession thereof to plaintiff's damage in the sum of $45.00, which amount the plaintiff should be entitled to have and recover of and from the defendant, together with possession of real estate and costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff, Capital Securities Co., have and recover of and from the defendant, Albert Allee, the sum of $45.00, together with possession of above named real estate and costs of this action, taxed at _____dollars and _____cents.

ELSIE McCOUN)
VS) # 13241 Judgt.vs.Deft. for $35.00 and Costs.
HUGH CLARK) J. D. 15, Page 243.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not and herein wholly makes default.

And 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, finds for the plaintiff, and that plaintiff is the owner of and should be entitled to immediate possession of real estate described, and that the defendant has unlawfully with held possession from plaintiff to her damage in sum of $35.00, which amount the plaintiff should be entitled to have and recover of and from the defendant, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff, Elsie McCoun, have and recover of and from the defendant, Hugh Clark, the sum of $35.00, together with possession of above named real estate and costs of this action, taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M.,Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, May 8th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

KATHERINE R. BRITTON)
VS) # 13155
CARL E. BRITTON)

Comes now the defendant, by counsel, and files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

SYBIL L. DENNY)
VS) # 13226
ROBERT DENNY)

Comes now the plaintiff, by counsel, and files petition for support money, which petition is in the words and figures following, to-wit: (H.I.).

CLARENCE MASSEY)
VS) # 13228
MURIEL GYGER)

Comes now the defendant, by counsel, and files motion to separate part one and two of second amended complaint into separate actions, which motion is in the words and figures following, to-wit: (H.I.).

JOHN W. ELLIS, ET AL.)
VS) # 13248
CARL E. CRAMER)

Come now the plaintiffs, by counsel, and the defendant is ruled to answer on or before May 16th, 1931.

ROSIE PARISH)
VS) # 12258 Judgt. vs Pltf. for Costs.
) J. D. 15, Page 243.
HORACE PLUNKETT
C. R. HAMES)

Comes now the defendant, by counsel, and upon its motion this cause should be dismissed for want of prosecution at the plaintiff's costs.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, ant the plaintiff, Rosie Parish, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

KINGAN & COMPANY, INC.)
VS) # 12290
ARTHUR WOOD)

Comes now the plaintiff, by counsel, and upon its motion, this cause is dismissed, the costs having been paid upon said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

RUBY J. STORMS)
VS) # 12683 Judge. vs Pltf. for Costs.
CHESTER L. STORMS) J. D. 15, Page 244.

It appearing to the Court that this cause has been settled, the same is now dismissed by the Court for want of prosecution, at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Ruby J. Storms, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

PEOPLES SAVINGS BANK)
OF EVANSVILLE,)
EVANSVILLE, INDIANA.) # 13250
VS) DECREE AND JUDGMENT
ISAIAH C. CRANE,) Judge. vs. Defts Isaiah C. Crane, Harry O. Morrison &
HARRY O. MORRISON and) Mary T. Morrison for $2792.12 and Costs.
MARY T. MORRISON,) J. D. 15, Page 244.
husband and wife,)
GUY G. CUMBERWORTH.)

Comes now the plaintiff, Peoples Savings Bank of Evansville, Evansville, Indiana, by its attorney, Griffith D. Dean, and it appearing to the satisfaction of the court by the Sheriffs' returns to the summons issued in this cause, which summons and the returns of the Sheriffs endorsed thereon are in the words and figures following, to-wit: (H.I.)

That the defendants, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, and Guy G. Cumberworth have been each duly served with process more than ten days before the 7th day of May, 1931, being the day fixed by the plaintiff by endorsement of its complaint at the time it was filed, for each and all of the defendants to appear and answer its complaint, and the said defendants, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, and Guy G. Cumberworth, failing to appear, are three times loudly called in open court, and come not, and herein wholly make default, and this cause is submitted to the court for trial upon said complaint and the defaults of all and each of said defendants and the issues joined on said complaint and said defaults and the evidence having been heard and the courr being fully advised in the premises finds:

That the defendant, Isaiah C. Crane, did on the 19th day of February, 1919, execute his note for the sum of Twenty-five Hundred Dollars ($2500) payable to the order of Hiram Brown, with six per cent. (6%) per annum interest until due and eight per cent. (8%) after maturity until paid, and five per cent. (5%) attorney

fees, without relief from valuation or appraisement laws of the state of Indiana; that at the time of executing said note the said defendant, Isaiah C. Crane and Nannie E. Crane, his wife, executed to the said Hiram Brown a mortgage on the following described real estate in Hendricks County, State of Indiana, to-wit:

The southeast quarter of the northeast quarter of Section Five (5), Township Fifteen (15) North, Range One (1) East, containing Forty (40) acres, more or less,

and that said mortgagors at said time were the owners of said real estate; that said mortgage was duly executed and acknowledged and the same was duly recorded in the Recorder's office of Hendricks County, Indiana, on the 20th day of February, 1919, in Mortgage Record 69, page 227 of said county.

The court further finds that said Hiram Brown on the 4th day of April, 1919, duly transferred and assigned said note and mortgage to said plaintiff in this action by endorsing the said note in blank and delivering same to this plaintiff and by executing his written assignment of said note and mortgage to said plaintiff and that such assignment was duly recorded on the 9th day of April, 1919, in Mortgage Record 69, page 224 of said Hendricks County, Indiana.

The court further finds that after the execution of said mortgage by said Isaiah C. Crane and his wife they conveyed said real estate to one Alex Johnson and Rettie Johnson, his wife, and that thereafter said last named grantees conveyed said real estate to the defendants, Harry O. Morrison and Mary T. Morrison, his wife, and that they are now the owners of said real estate; that after said Morrison and Morrison received said deed, on February 19, 1924, they promised and agreed in writing with this plaintiff, in consideration of the extention of the time of paying said note, to pay the said note and all intterest thereon.

The court further finds that the defendants, Isaiah C. Crane and Guy G. Cumberworth, have each a subsequent mortgage on said real estate and that sia dmortgage of each of said named parties is junior, inferior, and subsequent to the mortgage of the plaintiff herein sought to be foreclosed, and that the interests, rights and claims of the said Isaiah C. Crane and the said Guy G. Cumberworth in and to said real estate by right of said mortgages are both junior, inferior and subsequent to the lien of the mortgage of this plaintiff on said real estate.

The court further finds that said note and mortgage is now past due and wholly unpaid and that the plaintiff has been compelled to expend for insurance on said real estate the sum of Thirty-five Dollars and Fifty Cents ($35.50), and that it has been compelled to employ attorneys to collect said note and foreclosed said mortgage and that a reasonnable attorney fee therefore is the sum of One Hundred Thirty-two Dollars and Ninety-five Cents ($132.95), and that said plaintiff is entitled to a judgment on said note against the defendants, Isaiah C. Crane and Harry O. Morrison and Mary T. Morrison, his wife, and a foreclosure against said real estate against all of the defendants to this action; and the court further finds that there is due to the plaintiff from said defendants, Isaiah C. Crane and Harry O. Morrison and Mary T. Morrison on the note sued on and on the agreement of said Morrison and Morrison to pay said note, the sum of Twenty-six Hundred Fifty-nine Dollars and Seventeen Cents ($2659.17) principal and interest, and that said note provides for five per cent. (5%) attorney fees and that the amount of said attorney fees at said five per cent (5%) is One Hundred Thirty-Two Dollars and Ninety-five Cents ($132.95), and that there is now due on said note, principal, interest and attorney fees, the sum of Twenty-seven Hundred Ninety-two Dollars and Twelve

Cents ($2792.12) and that the same is due without relief from valuation or appraisement laws of the state of Indiana and that said sums are secured by the mortgage, which is sought to be foreclosed by the complaint herein, and that the plaintiff is entitled to have said mortgage foreclosed as against all of said defendants.

IT IS THEREFORE considered, adjudged and decreed by the court that the plaintiff, Peoples Savings Bank of Evansville, Evansville, Indiana, recover of and from the said defendants and each of them, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, the sum of Twenty-seven Hundred Ninety-two Dollars and Twelve Cents ($2792.12) principal, interest and attorney fees, and also all its costs and charges in this cause laid out and expended by it taxed at _____Dollars and _____ Cents ($_____), without any relief whatever from valuation or appraisement laws of the state of Indiana, the said judgment to bear interest at the rate of eight per cent. (8%) interest per annum from rendition until paid.

IT IS FURTHER decreed and adjudged by the court that the equity of redemption of the defendants, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, and Guy G. Cumberworth, and each of them, and all persons claiming from, under, by or through them, in and to said mortgaged premises, to-wit:

The southeast quarter of the northeast quarter of Section Five (5), Township Fifteen (15) North, Range One (1) East, containing Forty (40) acres, more or less, situated in Hendricks County, State of Indiana,

be and the same is hereby forever barred and foreclosed, and that the said real estate and all of the right, title, interest and claim or claims of the defendants, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, and Guy G. Cumberworth, and all persons claiming from, under or through them in and to the same, or so much as may be necessary for that purpose, shall be sold by the Sheriff of this county, as lands are sold on execution, such sale to be without any relief whatever from valuation or appraisement laws of the state of Indiana; and the proceeds arising from such sale, the Sheriff is ordered and directed to apply in the manner following, to-wit: First. To the payment of all costs accrued in this cause and the costs of said sale. Second. To the payment of the amount found due plaintiff herein, being the amount of the judgment hereinbefore rendered, together with interest from this date. The overplus, if any, after payment of the foregoing judgment, interest and costs, to be paid by the Sheriff to the Clerk of this court for the use of the parties lawfully authorized to receive the same; and in the event said mortgaged premises should fail to sell for a sum sufficient to satisfy such judgment, principal, interests, and costs, the residue thereof remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants, Isaiah C. Crane, Harry O. Morrison and Mary T. Morrison, his wife, and each of them, subject to execution, which sale shall be made without any relief from valuation or appraisement laws of the state of Indiana.

IT IS FURTHER ordered by the court that a duly certified copy of this decree, under the hand and seal of the clerk of this court, shall be sufficient authority to the Sheriff to execute same.

RESERVE LOAN LIFE INSURANCE COMPANY,)
Plaintiff,)
v.) # 13213 DECREE. (This entry is of May 9th, 1931.)
CONRAD O. MARKER, and) Judge. vs Defts. for $4,462.47 and Costs
MINNIE A MARKER,) J. D. 15, Page 244.
Defendants.)

Comes now the plaintiff and it appearing to the satisfaction of the court by the sheriff's return of summons, which summons and return of the sheriff endorsed thereon are in the words and figures following, to-wit: (Here Insert), that the defendants Conrad O. Marker and Minnie A. Marker have been duly served with process more than ten days before the summons were made returnable as endorsed by the plaintiff on its complaint, and the said defendants Conrad O. Marker and Minnie A. Marker, appearing by counsel, file their answer to the plaintiff's complaint, which answer is in the following words and figures, to wit: (H.I.).

And this cause is now submitted to the court for trial, without the intervention of a jury, upon answer of the defendants Conrad O. Marker and Minnie A. Marker; and the evidence being heard and the court being duly advised in the premises, finds:

That the averments of the plaintiff in its complaint filed herein are true; that on the prior to the 26th day of February, 1923, the defendant Conrad O. Marker was the owner in fee simple of the following described real estate in Hendricks County, Indiana, to-wit:

> The south half (S½) of the southwest quarter (SW¼) of the northwest quarter (NW¼) of section 22, township 17 north, range 1 east, except one (1) acre in the southwest corner thereof.

and that the defendant Minnie A. Marker, who is the wife of the said Conrad O. Marker was at said time the owner of the said one acre in the said southwest corner of said described parcel of land, and that at said time the said Conrad O. Marker and the said Minnie A. Marker were the owners as tenants in entirety of the following described land in Hendricks County, Indiana, to-wit:

> The northwest quarter (NW¼) of the southwest quarter (SW¼) of section 22, township 17 north, range 1 east.

That on the 26th day of February, 1923, plaintiff loaned to the defendants Conrad O. Marker and Minnie A. Marker the sum of Four Thousand Dollars ($4,000) in consideration of which and in evidence thereof the said defendants executed to plaintiff their certain principal promissory note for $4,000, dated February 26, 1923, with interest thereon at the rate of 6% per annum in the words of Exhibit "A" attached to the complaint; that said defendants also executed to the plaintiff among others two certain coupon interest notes for One Hundred Twenty Dollars ($120) each due respectively on August 26, 1930 and February 26, 1931, in the words and figures of Exhibits "B" and "C" attached to the complaint; that to secure payment of said indebtedness, the said defendants executed to the plaintiffs a mortgage of the above described real estate which mortgage is in the words and figures of the Exhibit "D" attached to the complaint.

The court further finds that the coupon interest note due and payable August 26, 1930, was not paid at its maturity; that thereafter to-wit: on October 2, 1930, the defendants paid to the plaintiff the sum of Sixteen Dollars and Thirty-five Cents ($16.35) thereon and on November 22, 1930, they paid the sum of

Thirty-five Dollars and Fifty Cents thereon; that the balance thereof is wholly due and unpaid and that the coupon interest note for $120 due and payable February 26, 1931, is also past due and unpaid; that because of default in the payment of said interest notes, the plaintiff elected to declare said mortgage indebtedness wholly due and that pursuant to said election had expended the sum of Four Dollars ($4) for supplemental abstract of title to said real estate; that by reason of the action of the plaintiff in declaring said mortgage indebtedness due, there is now due, owing and unpaid by the said defendants to the plaintiff the following sums to-wit: Sixty-Eight Dollars and Fifteen Cents ($68.15) on account of the coupon interest note maturing August 26, 1930, with interest thereon at the rate of 8% per annum from said date; the further sum of One Hundred Twenty Dollars ($120) for interest due February 26, 1931, with interest thereon at the rate of 8% per annum from said date; the sum of Four Dollars ($4) on account of continuation of abstract of title with interest thereon at 8% per annum from March 10, 1931; the sum of Four Thousand Dollars ($4,000) on account of the principal promissory note, identified as Exhibit "A" with interest thereon at the rate of 8% per annum from February 26, 1931; and the further sum of Two Hundred Dollars ($200) for attorney's fees as provided for in said mortgage and said mortgage note; and aggregating in all for principal, interest and attorney's fees, the sum of Four Thousand Four Hundred Sixty Two Dollars and Forty Seven Cents ($4462.47).

The court further finds that the said mortgage provides that the plaintiff shall be entitled as of right to a receiver in event of foreclosure, and that plaintiff is entitled to have a receiver of said premises appointed to take over the possession of said real estate throughout the period allowed for redemption and to collect the rents, issues and profits arising from said mortgaged premises.

It is therefore considered adjudged and decreed by the court that the plaintiff have and recover of and from the defendants Conrad O. Marker and Minnie A. Marker the sum of Four Thousand Four Hundred Sixty Two Dollars and Forty Seven cents ($4,462.47) for principal, interest and attorney's fees, and its damages assessed by the court as aforesaid with interest at the rate of 8% per annum thereon from this date together with costs, all without relief from valuation and appraisement laws.

It is further considered adjudged and decreed that the plaintiff's mortgage, as set out and attached to the complaint, be and the same is hereby foreclosed and the equity of redemption of each of the defendants and all persons claiming from, under or through them in and to said mortgaged premises, to-wit: the following described real estate in Hendricks County, Indiana:

> The south half (S½) of the southeast quarter (SW¼) of the northwest quarter (NW¼); and the northwest quarter (NW¼) of the southwest quarter (SW¼) of section twenty-two (22), township seventeen (17) north, range one (1) east of the second principal Meridian, containing in all 60 acres, more or less,

be and the same is forever barred and foreclosed.

The court further adjudges and decrees that the said real estate and all the rights, title and interest of the defendants and each of them and all persons claiming from, under or through 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, free from all liens as other lands are sold on executed, such sale to be made without any relief from valuation or appraisement laws and the proceeds arising from said sale, the sheriff is ordered and directed to pay out in the following manner, to-wit:

wit:

1. To the payment of the costs incurred in this action.

2. To the payment of plaintiff's judgment in the sum of Four Thousand Four Hundred Sixty two Dollars and Forty Seven Cents with interest on said sum at 8% per annum from date hereof until paid.

3. The overplus, if any, shall be paid by the sheriff to the Clerk of this court for the use of the parties lawfully entitled to receive the same.

In the event that the said real estate shall fail to sell for a sum sufficient to pay and satisfy the plaintiff's judgment with interest and costs and accruing costs, the residue thereof remaining unpaid shall be levied on the goods, chattels, lands and tenements of the defendants.

And the plaintiff having prayed for the appointment of a receiver to take over possession of the said real estate to collect rents, issues and profits therefrom throughout the period allowed for redemption, the court orders that a receiver be appointed as prayed for, and that Claude Gladden be and he hereby is appointed such receiver, and said receiver is hereby ordered to immediately take over possession of said real estate and operate or rent said real estate during the period allowed for redemption on the best terms that can be obtained and to hold the rents and profits arising therefrom subject to the further order of the court. Said Receiver is ordered to give bond in the sum of $500.00.

All of which is ordered adjudged and decreed this 9th day of May, 1931.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, May 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7138 Judgt. Vs Deft. for $200.00 Fine and Costs.
CLAY MALICOAT) J. D. 15, Page 244.

Comes now the State of Indiana, By Arny M. Watkins, prosecuting attorney, and comes also the defendant in person and by counsel, and in open court waives arraignment and enters his plea of guilty to the charge of sale of intoxicating liquor.

Whereupon the Court being duly advised, finds that the defendant for the offence by him committed should make his fine in the penal sum of $200.00 and that he should pay the costs of this action.

The Court further finds that the defendant should stand committed to the Indiana State Farm for a period of ninety days and that he stand committed until said fine and costs are stayed or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Clay Malicoat,for the offence by him committed do make his fine in the penal sum of $200.00 and that he pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

It is further considered and adjudged by the Court that said defendant stand committed until said fine and costs are stayed or paid.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said Clay Malicoat be permitted to go at liberty on probation so long as he behaves well.

THE FEDERAL LAND BANK)
OF LOUISVILLE, KY.)
VS) # 13246
JOHN S. BALDOCK, ET AL)

Come now the parties, by counsel, and the defendants are ruled to answer on or before May 16th, 1931.

Evidence is heard upon the application for appointment of receiver, finding for the plaintiff and that a receiver should be appointed to take charge of said real estate, rent the same and to collect the rents and profits therefrom pending sale and during year of redemption.

The Court now appoints John E. Hicks as such receiver and fixes his bond in the sum of $5000.00.
And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday, May 11th, 1931, and the 7th day of the May Term, 1931.

Monday Morning, May 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7152
GLENN HARLEY)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his request, the court fixes the bond in the sum of $5000.00.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday, May 12th, 1931, and the 8th day of the May Term, 1931.

Tuesday Morning, May 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7120
DENZIL HILDEBRAND)

Comes now the State of Indiana, by Arny M. Watkiins, prosecuting attorney, and upon his request, the court fixes the bond in the sum of $1000.00.

IMPANELLING OF PETIT JURY FOR MAY TERM, 1931.

The Clerk of this Court is ordered to issue a Venire for the Jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Wednesday, May 13th, 1931, at the hour of nine o'clock A.M. on said date for jury service.

MABELLE SEATON, ET AL)
VS) # 11595
A. EMMETT BLY, ET AL.)

Come now the parties, by counsel, and argument for new trial is heard. The court now over-rules motion for new trial, and the defendants, Joseph Bly, Lydia Bly, A. Emmett Bly and Juanita Bly duly excepts.

Charles V. Sears, Special Judge.

STILWELL WILSON)
VS) # 13102
FRED MARSHALL)

Comes now the defendant, by counsel, and files supplemental motion for a new trial, which supplemental motion is in the words and figures following, to-wit: (H.I.).

DELLA REYNOLDS)
VS) # 13272
JOHN C. REYNOLDS)

Comes now the plaintiff, by counsel, and files petition for non-resident, which petition is in the words and figures following, to-wit: (H.I.).

The Court does now order notice published for the defendant, John C. Reynolds, making the same returnable, September 7th, 1931.

ANNA E. RUARK)
VS) # 12514.
CLYDE L. RUARK)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court now agree upon the appointment of Honorable Charles V. Sears as such special judge, who now comes and accepts said appointment and qualifies and assums jurisdiction of said cause which qualification is

in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE.

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1931

Anna E. Ruark)
AGAINST) No. 12514
Clyde L. Ruark)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Charles V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

May 12 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Charles V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Anna E. Ruark against Clyde L. Ruark so help me God.

Charles V. Sears

Subscribed and sworn to this 12th day of May 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.

Clerk Hendricks Circuit Court.

ANNA E. RUARK)
VS) # 12514
CLYDE L. RUARK)

Come now the parties in persons and by counsel, and petition is presented to the Court and evidence is heard. Cause is continued for finding and decision.

Charles V. Sears, Special Judge.
Charles V. Sears, Special Judge.

And court adjourned until 9:00 o'clock A. M., Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, May 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY STANFORD)
VS) # 13126
ROBERT L. FITCH)
HARRY M. HICKS)

Come now the parties, by counsel, and the Court orders the deposition of Simson P. Scherer published.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: James Ryan, F. M. Norman, Carl Tucker, Lowell Franklin, Harry Foster, John C. Hill, Urban Lawson, Elmer Kennedy, Anson Kellem, Kenneth Smith, John M. Stout and Walter Barlow, twelve good and lawful men, householders and freeholder of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict give according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions as to their conduct during their separation until 9:00 o'clock A. M. Thursday, May 14th, 1931.

Charles V. Sears, Special Judge.

ANNA E. RUARK)
VS) # 12514 Judgt. vs Deft. for $3.00 per week, while Pltf. has child.
CLYDE L. RUARK) J. D. 15, Page 245.

Come now the parties in the above entitled cause of action upon a petition filed by the defendant, Clyde L. Ruark, to modify the decree of court heretofore rendered in said above entitled cause of action, and it appearing to the satisfaction of the court that notice was given to the plaintiff of the filing of such petition and of the time and place of the hearing thereon, as the same is shown by the summons issued to the sheriff of Hendricks County, Indiana, and the return endorsed by said sheriff on said summons, which summons and the return of said sheriff are in the following words and figures, to wit: (Here Insert).

And now the matters and things set forth in such petition coming on for a hearing before the court, and the court, having heard the evidence and agreements of the parties, and being fully advised and informed in the premises, does now find that the decree heretofore made in said cause in so far as it pertains to the minor child, Dorothy Lawrence Ruark, should be modified in respect to the care, custody and control of said infant child, and that the said above named plaintiff shall have the care and custody of said infant child, except as follows: The said above named defendant is to have the care and custody of said infant child from the 1st day of May to the 1st day of June, and from the 8th day of June to the 1st day of July, and from the 8th day of July to August 25th, and also on December 26th and 27th of each year, and at all other

times the said infant child is to be and remain in the care and custody of the said above named plaintiff, all until the further order of the court.

The court further finds that during the time said child is in the care and custody of the said above named plaintiff the said above named defendant shall pay for the support of said child the sum of $3.00 per week, payable every two weeks, to the Court of the Hendricks Circuit Court, to be paid by said Clerk to said plaintiff, and that during the time said child is in the care and custody of the said above named defendant such payments shall be omitted.

The court further finds that said defendant should furnish the clothes, school books and educational needs for said child, in accordance with what are the usual requirements of children of her age, and that such clothes and books and other requirements are to be purchased by said defendant and delivered to said child.

The court further finds that the said defendant should pay the said child's doctor bills, if any.

It is therefore ordered by the court that the decree of court heretofore made in this cause be and the same is hereby modified so as to conform to the findings of the court herein made at this time.

And the court does now adjudge that the finds herein made shall be and remain as the judgment of this court until the further order of the court. In all other respects the decree of court hereinbefore made in this cause shall remain the same.

And now said defendant executes his bond, with surety, for the faithful performance of this decree in the sum of $500.00 to be in force and effect for two years from this date.

All of which is hereby adjudged and decreed by the court, until the further order of this court.

Charles V. Sears

Charles V. Sears, Special Judge.

IDA M. DOUGHTY.)
VS)
EUGENE Z. CUMMINGS, ET AL)

Comes now the plaintiff by Thad S. Adams, her attorney, and comes also Carl E. Logan, Herbert E. Jenkins, and William Mackey, commissioners heretofor appointed by the court to make partition of the real estate involved in the above entitled cause of action, and make and acknowledge in open court their report herein, as follows,

State of Indiana, ss;
Hendricks County,

Hendricks Circuit Court,
May Term 1931.

Ida M. Doughty,
vs
Eugene Z. Cummings,
Geraldine M. Blessing,
Geraldine M. Blessing, Trustee for
Charles Lotan White, &
Carrie Cummings ,

To the Hendricks Circuit Court,

We, the undersigned commissioners, appointed to make partition of the real estate described in the order and warrant in the above entitled cause,

would respectfully that in obedience to the warrant issued to us by the Clerk of the Hendricks Circuit Court, and which warrant is made a part of this report, that we have made a partition of the real estate described in said warrant, to-wit; A part of the S½ of the NE¼ of Section 15 Tp. 15 North of Range 1 West. Beginning at a stone in the center of said section 15, and running thence north 7.17 chains to a stone; thence east with section bearing 26 chains to a stone in the middle of the Danville-Cartersburg gravel road; thence S 39¼° east 8.71 chains to a stone in the middle of said road; thence west with section bearing 30.77 chains to the center of said section 15, and the place of beginning. Containing 20.40 acres more or less.

as follows, We assign and set off to Ida M. Doughty plaintiff as her full share and one half part in value of said real estate, the following described part thereof, to-wit;

A part of the S½ of the NE⁴ of Sec. 15 Tp. 15 N. of R. 1 W. Beginning at a stone 3.42 chains north of the center of Section 15, and running thence north on section line 3.75 chains to a stone; thence east with section bearing a distance of 26 chains to a stone in the middle of the Danville-Cartersburg Gravel Road; thence running S 39¼° East down the middle of said road a distance of 4.56 chains; thence West with Section bearing 28.60 chains to a stone and the place of beginning, containing 10.20 Acres more or less.

And we assign and set off to the defendant Eugene Z. Cummings, as his full one half part in value of said real estate, the following described part thereof:

A part of the S½ of The NE⁴ of Section 15 Tp. 15 North of Range 1 West. Beginning at a stone in the center of said Sec. 15, and running thence north 3.42 chains to a stone; thence east with section bearing 28.60 chains to a stone in the middle of the Danville- Cartersburg gravel road; Thence S 39¼° east 4.15 chains to a stone in the middle of said road; thence west with section bearing 30.77 chains to a stone in the center of said section and the place of beginning. Containing 10.20 acres more or less.

In Witness Whereof, we hereunto set our hands, this 12th day of May 1931.

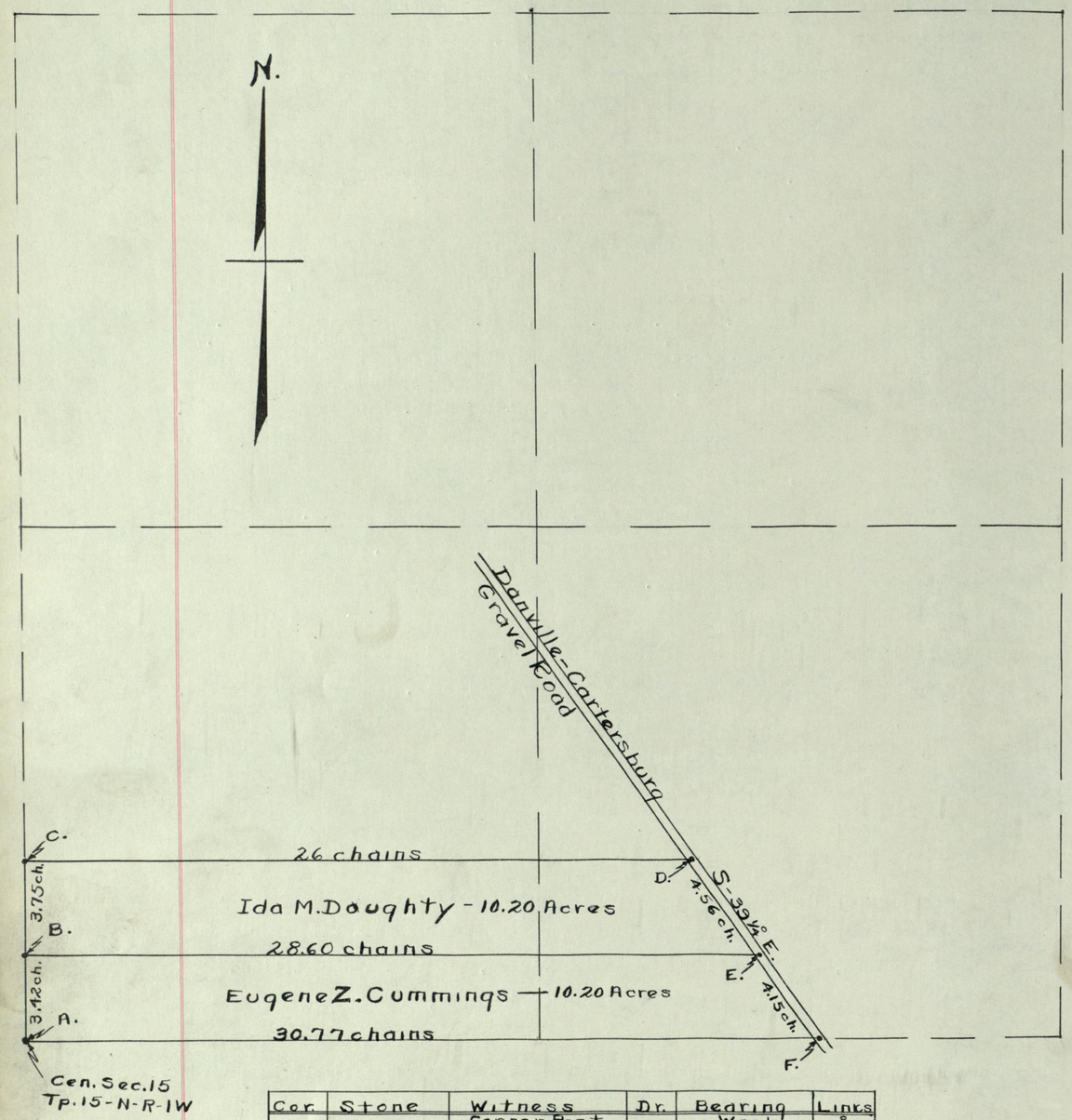
Carl E. Logan
Wm. Mackey
H. E. Jenkins
Commissioners,

And the court having duly inspected said report now hereby approves and confirms the same. It is therefore hereby considered and adjudged by the court that the report made by said commissioners be, and the same is hereby confirmed, and that the partition thereby made be, and the same is hereb made firm and effectual, and that each of said parties to whom said real estate is thereby set off and allotted, shall hereafter hold and occupy the described part and parcel set off to each of them respectively in severalty.

It is further ordered and adjudged by the court that the judgment liens held by the defendants Geraldine M. Blessing, Geraldine M. Blessing Trustee for Charles Lotan White, and Carrie Cummings, against the defendant Eugene Z. Cummings, be, and they are each hereby transferred from the undivided half interest in the whole tract of real estate first described in said report, to the described tract and parcel set off and assigned to the said Eugene Z. Cummings, in severalty.

It is further ordered and adjudged that said Logan, for his services as Surveyor and commissioner, be allowed the sum of $13.00, and that the said Herbert E. Jenkins and william Mackey, commissioners, be each allowed the sum of $5.00 for their services, and that the same be taxed as part of the costs of this cause, and that the same be paid one half by the plaintiff, and one half by the defendant Eugene Z. Cummings, and all costs taxed are adjudged the first and paramount lien against said respective shares and interest of the said parties, respectively, until the same is fully paid.

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



Cor.	Stone	Witness	Dr.	Bearing	Links
A	14X10X6	Corner Post		West	8
		" "		North	22
B	10X8X8	Oak	24"	N-75° W	56
C	12X10X8	Corner Post		North	106
		Elm	22"	S-15° E	147
D	10X8X8	Stone 10X8X8		West	28
E	12X9X6	Stone 10X8X4		S 45° W	29
F	12X8X6	N. End W. Rail Bridge		South	47
		" " E. " "			63

And court adjourned until 9:00 o'clock A. M. Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, May 14th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ALMA KATHERINE HUFF)
VS) # 13028
HARRY BULLOCK)
FRANCES LEROY BULLOCK, ET AL)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before May 21st, 1931.

ALBERT STRONG MILES)
VS) # 13202
NETTIE MILES REEDER, ET AL)

Comes now the defendant, Mable F. Little Davidson, by counsel, and files waiver, which waiver is in the words and figures following, to-wit: (H.I.).

MARY STANFORD)
VS) # 13126
ROBERT L. FITCH)
HARRY M. HICKS)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of the evidence is continued.

At the close of the plaintiff's evidence and before the plaintiff rests, the defendant, Robert L. Fitch moves the Court to set aside the submission of this cause and discharge the jury for reasons therein stated. The Court being sufficiently advised, does now over-rule said motion, to which ruling of the Court the defendant Robert L. Fitch objects and excepts. Plaintiff rests. At the close of the plaintiff's evidence, the defendant Harry M. Hicks files motion for direct verdict, which motion is in the words and figures following, to-wit: (H.I.), and the plaintiff consents to said motion being sustained. The court does now sustain said motion, to which ruling the defendant, Robert L. Fitch objects.

The jury is now instructed, and retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and returns a verdict for the defendant, Harry M. Hicks, which verdict is in the words and figures following, to-wit:

State of Indiana)
) SS.
County of Hendricks)

In the Hendricks Circuit Court

13126

Mary Stanford)
vs)
Robert L. Fitch, et al)

V E R D I C T

We the jury find for the defendant Harry M. Hicks

Walter H. Barlow

Foreman

The plaintiff, by counsel, does now file motion to amend complaint, which motion is in the words and figures following, to-wit: (H.I.). The court being duly advised, does now over-rule said motion, to which ruling of the Court the plaintiff excepts.

Defendant, Robert L. Fitch, by counsel, files motion for direct verdict, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised, does now over-rule said motion, to which ruling of the Court the defendant excepts. the defendant, Robert L. Fitch now rests.

Before the arguments, plaintiff tenders instructions numbered from one to eight inclusive and defendant tenders instructions numbered from one to eighteen inclusive and the Court indictes in writing therein which instructions will be given and which refused.

At the close of argument of counsel, the Court instructs jury in writing giving of instructions tendered by plaintiff numbers 1, 2, 3, 5, 7 and 8 to the giving of each of which the defendant excepts, and the Court refuses to give plaintiff's instructions numbered four and six, to which refusal the plaintiff excepts. The Court gives of the instructions tendered by the defendant, numbers 1, 2, 3, 6, 7, 11, 14, 17 and 18 to the giving of each of which the plaintiff excepts. And the Court refuses to give defendant's tendered instructions numbered 4, 5, 8, 9, 10, 12, 13, 15 and 16, to which refusal the defendant excepts. The court gives of its own motion instructions numbered 1, 2, 3, 4, and 5 to the giving of each one of which the plaintiff and defendant each separately except.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refuged and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of all instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and in the presence of parties returns a verdict for the defendant, which verdict is in the words and figures following, to-wit: (H.I.)

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

MARY STANFORD

VS

ROBERT L. FITCH
HARRY M. HICKS

We, the jury, find for the defendant, Robert L. Fitch.

Walter H. Barlow.

Foreman

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, May 15th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

CLOYE C. BRYANT)
VS) # 12829 Judgt. vs Pltf. for Costs.
ANNA NICHOLASON) J. D. 15, Page 245.

Come now, Linder, Pavey and McCurdy, attorneys, herein, and withdraw their appearance for the plaintiff.

The Court upon its own motion, does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, for want of prosecution, and the plaintiff, Cloye C. Bryant, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ARTHUR G. BLAIR)
VS) # 13225
BENJAMIN G. DICKEY)
THRESA B. DICKEY)
BECKER ROOFING CO.)

Comes now the Becker Roofing Company, by counsel, and files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

CROWN PRODUCTS CO.)
VS) # 13255
INDIANAPOLIS PLATING)
& MANUFACTURING CO., ET AL)

Comes now the plaintiff, by counsel, and files third paragraph of complaint, which third paragraph of complaint is in the words and figures following, to-wit: (H.I.).

The Court does now order summons issued to new parties, making the same returnable May 30th, 1931.

NORRIS P. SHELBY, ADMIN-)
ISTRATOR OF THE ESTATE OF)
JOHN B. SHELBY, DECEASED.)
VS) # 13270
EARL BRUNES)

Comes now the plaintiff, by counsel, and upon his motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed.

CHARLES M. CLARK)
VS) # 13164
GEORGE & NANNIE CLODFELTER)

Come now the parties, by counsel, and the defendants file answer in two paragraphs, which answer is in the words and figures, following, to-wit: (H.I.). Plaintiff now files reply in general denial to second paragraph of answer.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: James S. Ryan, F. M. Norman, Carl Tucker, Lowell Franklin, Harry Foster, John C. Hill, Elmer Kennedy, Edward Baumer, Ira Fisher, Kenneth Smith, John M. Stout and Watler Barlow, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict given according to law and the evidence adduced.

At the close of the plaintiff's evidence, the defendant Nannie Clodfelter files her motion to require the Court to direct a verdict for her, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised, does now sustain said motion, and the jury is instructed to return a verdict for the defendant, Nannie Clodfelter, which verdict is in the words and figures following to-wit: (H.I.).

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

CHARLES M. CLARK
VS
GEORGE CLODFELTER
NANNIE CLODFELTER

We, the jury, find for the defendant, Nannie Clodfelter.

Walter H. Barlow.
Foreman

The taking of the evidence is continued and concluded and arguments of counsel are heard.

The Court does now instruct the jury in writing and in writing only, giving of its own motion instructions numbered from one to eight inclusive, to the giving of each one of which the plaintif and defendant each separately and severally object.

And now all of the instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, to be made a part of the record herein and recorded in the proper order book of this Court, and are in the words and figures following, to-wit: (H.I.).

At the close of all instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and in the presance of all parties returns a verdict in favor of each defendant, which verdict is in the words and figures following, to-wit:

Friday, May 15th, 1931, and the 11th day of the May Term, 1931.

V E R D I C T

STATE OF INDIANA)
)SS
HENDRICKS COUNTY)

CHARLES M. CLARK

VS

GEORGE CLODFELTER

NANNIE CLODFELTER

We, the jury, find for the defendant.

Walter H. Barlow
Foreman

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now the receiver, by counsel, and files his bond, which bond is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised in its premises, does now approve the same.

RESERVE LOAN LIFE)
INSURANCE COMPANY)
VS) # 13213
CONRAD O. MARKER)
MINNIE A. MARKER)

Comes now the receiver, by counsel, and files his bond, which bond is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised in its premises, does now approve the same.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday, May 16th 1931, and the 12th day of the May Term, 1931.

Saturday Morning, May 16th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOHN W. ELLIS, ET AL)
VS) # 13248
CARL E. CRAMER)

Comes now the defendant, by counsel, and files motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

ADMISSION OF MABEL ERGANBRIGHT)
TO THE BAR) Admitted to Bar.

Comes now Edgar M. Blessing, a qualified practicing attorney of this Court and moves the Court, that Mabel Erganbright be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Mabel Erganbright and swears that she will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Councillor at-law at this Bar; so help him God.

ADMISSION OF FRED B. STEWART)
TO THE BAR) Admitted to Bar.

Comes now John T. Hume, a qualified practicing attorney of this Court and moves the Court, that Fred B. Stewart be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Fred B. Stewart and swears that he will support the Constitution of the United States and the Constitution of the State of Indiana, and that she will faithfully and honestly discharge her duties as an Attorney and Councillor at-law at this Bar; so hlep him God.

HAZEL SMITH)
VS) 13259 Divorce Decree.
MORTON B. SMITH)

Comes now the plaintiff in person and by her counsel, Raymond Demaree, and also comes the prosecuting attorney and it appearing to the satisfaction of the Court by the summons and return of the Sheriff, endorsed thereon and filed herein as follows (H.I.) the defendant was duly served with process ten (10) days prior to the return day thereof.

The said defendant was three times audibly called in open Court, but comes not and herein wholly makes default; that it is respectfully shown by the Court that said complaint was filed on the 12th day of January, 1931, that thereafter, towit, the plaintiff herein filed a change of venue from the Court, which was sustained as follows, (H.I.) that said parties struck and Hendricks County was selected.

And now this cause is submitted to the Court for trial on the plaintiff's

complaint. The evidence being heard and the Court being duly advised in the premises now finds that the plaintiff is entitled to decree of divorce from the defendant on the grounds aledged in her complaint; that she is a proper and suitable person to have the care, custody and education of their minor children named in the complaint, and is entitled to their custody until the further order of the Court.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony existing between the plaintiff and defendant be dissolved and that the plaintiff be granted an absolute divorce; that the plaintiff have the care and custody of the following named children, Eileen, age fifteen, Martha, age thirteen, David, age ten, Robert, age seven, and Harold, age five, until the further order of this Court; that the custody of Eilenn Smith, Martha Smith, David Smith, Robert Smith and Harold Smith, the fruits of said marriage is hereby awarded to said plaintiff, Hazel Smith.

All of which is finally ordered, adjudged and decreed by the Court; that the plaintiff be required to pay the costs of this action, taxed at $_____.

JAMES B. McGLOTHLIN)
VS) # 13136
EDWARD C. WILSON)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself to act as judge in this cause, and the said parties in open Court now agree upon the appointment of Honorable Charles V. Sears as such special judge, and the Court does now appoint Charles V. Sears as special judge of this cause.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Monday Morning, May 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA, ex rel,)
LUTHER F. SYMONS, Bank)
Commissioner of Indiana)
VS) # 12421 Order Directing Receiver to
CITIZENS' STATE BANK) Execute a Judgement Release
PLAINFIELD, INDIANA)

Comes now, Horace L. Hanna, Receiver of the Citizens' State Bank, Plainfield, Indiana, in the above entitled cause, and files his verified petition asking for an order to release a judgment against Benjamin W. Anderson and Minnie M. Anderson against certain lands in said petition set forth, and which petition is in the following words and figures, to-wit: (Here Insert), and the Court having examined said petition and being duly advised in the premises finds that the allegations therein set forth are true and that said release should be executed by said Receiver.

It is therefore now ordered by the court that said Receiver executed a release of judgment as in said petition prayed for, as to the real estate therein described and now said Receiver is directed to execute said release and the court approves and confirms said release.

THE STATE OF INDIANA)
VS) # 7152
GLENN HARLEY)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and he being duly arraigned upon the affidavit, enters his plea of guilty as charged in the affidavit.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, May 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GERALDINE SUMMERS)
VS) # 13161
WILLIAM SUMMERS)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on her complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

Comes now Arny M. Watkins, prosecuting attorney, herein, and makes defense.

And the Court having heard the evidence, does now take this cause under advisement.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Wednesday Morning, May 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

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

The Court does now order all depositions and examinations of parties on file be published.

The defendant also files motion for physical examination of party plaintiff, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised, does now sustain said motion and by agreement of parties, the Court now appoints Dr. Louis W. Armstrong a practicing and licensed physician to examine the plaintiff.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: James S. Ryan, F. M. Norman, Patrick K. Dugan, Lowell Franklin, Harry Foster, John C. Hill, Elmer Kennedy, Ira Fisher, Fred Dickerson, Kenneth Smith, John M. Stout and Walter Barlow, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict given according to law and the evidence adduced.

After hearing a part of the evidence in this case, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M., Thursday, May 21st, 1931.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, May 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Come now the parties in persons and by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After hearing a part of the evidence in this case, the jury is again permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Friday, May 22nd, 1931.

JOHN W. ELLIS, ET AL.)
VS) # 13248
CARL E. CRAMER.)

Comes now the plaintiff, by counsel, and the Court does now sustain motion of defendant to make complaint more specific.

Plaintiffs do now file amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Friday Morning, May 22nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) #7152
GLENN HARLEY)

Comes now the defendant, by counsel, and files his motion to withdraw plea of guilty, which motion is in the words and figures following, to-wit: (H.I.).

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of the evidence is continued.

At the close of the plaintiff's evidence, the defendant files motion to withdraw from jury certain charges of negligence, which motion is in the words and figures following, to-wit: (H.I.). And the Court being sufficiently advised, does now over-rule said motion, to which ruling of the Court the defendant excepts, and the taking of the evidence is continued.

After hearing a part of the evidence in the case, the jury is permitted to separate under proper instructions, touching their conduct during such separation until 9:00 o'clock A. M. Monday, May 25th, 1931.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, May 23rd, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

FRANK DALY, ET AL)
VS) # 13098
EDWARD P. SHOWERS, ET AL)

Comes now the defendants, by counsel, and files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.).

HALL B. DARNALL)
WOODSON A. DARNALL)
VS)# 12982
P. C. C. & ST. L.)
RAILROAD COMPANY, ET AL)

Comes now the defendant, by counsel, and files answer and interrogatories, which answer and interrogatories are in the words and figures following, to-wit: (H.I.).

Zimri E. Donegan
Special Judge.

RECTOR G. DYE)
DOROTHY M. DYE)
VS) # 13281
LAUREL E. PEARSON)
HELEN S. PEARSON)

Comes now the plaintiff, by counsel, and files affidavit for restraining order together with bond, which affidavit for restraining order and bond are in the words and figures following, to-wit: (H.I.).

The Court having examined said bond, does now approve the same, and restraining order is ordered issued.

THE STATE OF INDIANA)
VS) # 7153
HERMAN SHUMAKER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also Herman Shumaker in his own proper person and by counsel, who being duly arraigned does now enter his plea of not guilty as charged in the affidavit herein.

The Court does now fix the bond in the sum of $1000.00.

WILLIAM HAMILTON) ACTION ON NOTE.
VS) CAUSE NO. 13254 Judgt. vs Deft. for $90.35 and Costs.
FLOYD ALEXANDER) Court J. D. 15, Page 245. Judgment,

Come now the parties, by counsel, and this cause being at issue, is submitted to the court for trial without the intervention of the jury and the court having heard the evidence and being duly advised in the premises, finds for the plaintiff and that the allegations of the plaintiff's complaint are true. That there is due plaintiff from defendant on the note sued upon, the sum of seventy five dollars as principal and interest in the sum of seven dollars and fifteen cents and attorney fee in the sum of eight dollars and twenty cents.

It is therefore, considered and adjudged by the court that the plaintiff have and recover from said defendant the sum of ninety dollars and thirty five cents, together with his court costs in this action, taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, May 25th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BROWNSBURG STATE BANK)
VS) # 13269
THOMAS J. CASSERLY)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before May 29th, 1931.

BROWNSBURG STATE BANK)
VS) # 13271
THOMAS J. CASSERLY)

Come now the plaintiff, by counsel, and the defendant is ruled to answer on or before May 29th, 1931.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After hearing a part of the evidence in this case, the jury is again permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Tuesday, May 26th, 1931.

OATHER JULIUS PORTER)
VS) # 12627 Judgt. vs Pltf.for costs.
C. A. EDMONSON CO.) J. D. 15, Page 246.

The Court upon its own motion does now dismiss this case for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed for want of prosecution, and the plaintiff, Oather Julius Porter, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

VERL JOHNSON)
VS) # 12652 Judgt. vs Pltf for costs.
MARTHAJOHNSON) J. D. 15, Page 246.

The Court upon its own motion does now dismiss this case for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed for want of prosecution, and the plaintiff, Verl Johnson, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HENRY H. UNDERWOOD)
VS) # 13277
A. EMMETT BLY, ET AL)

Comes now Oren S. Hack, attorney herein, and enters his appearance for the defendant, Continental National Bank and Indiana National Bank.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, May 26th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

JOHN W. ELLIS)
IDA KIEFER ELLIS)
COURT MAXWELL)
HARLEY MARSHALL)
VS) # 13248 Judgt. vs Deft. for $872.78 and Costs.
CARL E. CRAMER) J. D. 15, Page 246.

Comes now the parties by counsel and it appearing to the satisfaction of the court by the summons herein and the return of the sheriff indorsed thereon which summons and return are in the words and figures following, to-wit: (H.I.) That the defendant has been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendant to appear and answer said complaint and said cause was venued to Hendricks County and set for trial in the Hendricks Circuit Court on the 23rd day of May, 1931 and said cause came on for hearing and said defendant failed to appear and said defendant was three times audibly called in open court but comes not and herein wholly makes default. And the court, having heard the evidence and being duly advised in the premises finds for the plaintiffs the allegations of their complaint are true and that there is due them from the defendant and unpaid the sum of $792.78 as principal and interest and the further sum of $80.00 as and for a fee for plaintiff's attorneys on the note sued on, all without relief from valuation and appraisement in the State of Indiana.

It is therefore, considered and adjudged by the court that the plaintiffs recover of and from the defendant the sum of $872.78 together with their costs and charges in this behalf laid out and expended, all without relief from valuation and appraisement laws in the State of Indiana.

HALL B. DARNALL)
WOODSON A. DARNALL)
VS) # 12982
P. C. C. & ST. L.)
RAILROAD COMPANY, ET AL)

Comes now the plaintiff, by counsel, and files answer to interrogatories, which answer is in the words and figures following, to-wit: (H.I.).

Special Judge.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Come now the parties, by counsel, and the jury is again brought into open court and the taking of the evidence in continued and concluded.

After hearing all the evidence in the case, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Wednesday, May 27th, 1931.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, May 27th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MICHAEL A. LOCKE)
VS) # 13172
EUGENE B. MUMFORD)

Come now the parties, by counsel, and the jury is again brought into open Court, and at the close of all the evidence, the defendant files motion to direct verdict for defendant, which motion is in the words and figures following, to-wit: (H.I.). The Court being sufficiently advised in its premises, does now over-rule said motion, to which ruling of the Court the defendant excepts.

The defendant does now file motion to withdraw certain issues and elements of damage from jury, which motion is in the words and figures following, to-wit: (H.I.). And the Court being sufficiently advised in its premises, does now sustain motion as to items 1, 2, 4 and 10, to which ruling and to each item thereof the plaintiff separately and severally excepts. And the Court over-rules the motion as to items 3, 5, 6, 7, 8, 9 and 11, to which ruling and each item thereof the defendant separately and severally excepts.

And now at the close of all the evidence and before the argument, the plaintiff tenders written instructions and the defendant tenders written instructions and requests the Court to indicate before the argument what instructions of those so tendered will be given and which refused, and the Court so indicates in writing thereon.

Arguments heard and at close of all the argument of counsel, the Court instructs the jury in writing and in writing only and gives of the instructions tendered by the plaintiff instructions numbered 1, 2, 5, 6, 7, 8, 10, 11, 12 and 13, to the giving of each one of which the defendant objects and excepts. And the Court gives of the instructions tendered by the defendant instructions numbered 1, 3, 6, 8, 9, 10 and 11, to the giving of each one of which the plaintiff excepts. And the Court gives of its own motion instructions numbered from one to seven inclusive to the giving of each one of which the plaintiff and defendant each for himself separately excepts. And the Court refuses to give of the instructions tendered by the plaintiff instructions numbered 2, 4, 5, 7 and 12 to the refusal of each of which the plaintiff objects and excepts. And the Court refuses to give of the instructions tendered by the defendant instructions numbered 3, 4, and 9, to the refusal of each of which the defendant objects and excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And afterwards, the jury is again conducted into open Court and return a verdict for the defendant, which verdict is in the words and figures following, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

MICHAEL A. LOCKE
VS
EUGENE B. MUMFORD

We, the jury, find for the defendant.

Walter H. Barlow.
Foreman.

JESSIE McCOUN)
VS) # 13227
ALBERT F. LAUCK)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

MADGE P. HOADLEY)
VS) # 12762
ABRAM HOADLEY)

Come now the parties, by counsel, and the defendant files affidavit for change of venue from the regular judge, which affidavit is in the words and figures following, to-wit: (H.I.). And the parties in open Court agree upon Honorable Z. E. Dougan, a practicing attorney at this bar as special judge. And the Court now appoints said Honorable Z. E. Dougan special judge, who now comes and accepts said appointment, qualifies as special judge and assumes jurisdiction of said case, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana.

May Term, 1931.

Madge P. Hoadley)
AGAINST) No. 12762
Abram Hoadley)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Judge Hendricks Circuit Court

May 27, 1931.

The State of Indiana, County of Hendricks, ss:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks

Circuit Court in the case of Madge P. Hoadley against Abram Hoadley, so help me God.

Zimri E. Dougan

Subscribed and sworn to this 27" day of May 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk

MADGE P. HOADLEY)
VS) # 12762
ABRAM HOADLEY)

Come now the parties, by counsel, and by agreement of said parties, this case is submitted to the Court for trial, finding and decree without the intervention of a jury.

The Court having heard a part of the evidence, this cause is continued for further evidence.

Zimri E. Dougan
Zimri E. Dougan, Special Judge.

RECTOR G. DYE)
DOROTHY M. DYE)
VS) # 13289
LAUREL E. PEARSON)
HELEN S. PEARSON)

Come now the parties, by counsel, and the defendant files answer, which answer is in the words and figures following, to-wit: (H.I.). Said defendant also files affidavit for change of venue from the regular Judge, which affidavit is in the words and figures following, to-wit: (H.I.). The Court being duly advised in its premises, does now sustain said motion.

And now the said parties in open Court agree upon John T. Hume, a practicing attorney at this bar as special judge. And the Court now appoints said Honorable John T. Hume as special judge, who now appears and accepts said appointment, qualifies as such and assumes jurisdiction of this cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE.

In the Hendricks Circuit Court, Hendricks County, Indiana.

May Term, 1931

Rector G. Dye, et al.)
AGAINST) No. 13281
Laurel E. Pearson, et al.)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the regular Judge filed by the defendants, do hereby appoint John T. Hume, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson,

May 27, 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, ss:

I, John T. Hume, swear that I will support the Constitution of the United States and the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks

Circuit Court in the case of Rector G. Dye, et al against Laurel E. Pearson, et al, so help me God.

John T. Hume.

Subscribed and sworn to this 27" day of May, 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.

RECTOR G. DYE)
DOROTHY M. DYE)
VS) # 13281.
LAUREL E. PEARSON)
HELEN S. PEARSON)

Come now the parties, by counsel, and this cause is submitted to the Court for hearing without the intervention of a jury. The evidence is heard on plaintiff's petition for application for the appointment of a receiver.

Whereupon the Court finds for the defendants, and that a receiver should not be appointed at this time.

It is, therefore, conisdered and adjudged by the Court that a receiver not be appointed at this time.

John T. Hume
John T. Hume, Special Judge.

IDA F. DOUGLAS)
VS) # 13257 DECREE Judgt. vs Deft for Costs, $50.00 Atty. Fees and $7.00 per week.
WILLIAM T. DOUGLAS) J. D. 15, Page 247

The plaintiff, Ida F. Douglas, appeared before this court by and through her attorney, Martin L. Conrad, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause and endorsement of the sheriff's return thereon in the following words and figures to-wit; "By leaving a true copy at the last and usual place of residence of the defendant herein"; that the defendant, having been duly served with such summons more than ten days before the present term of this court; that the cause having been set for trial; that the defendant failed to appear in open court either in person or by counsel; that he was loudly called in open court but failed to respond and defend this cause but wholly made default thereof.

The court having heard the evidence and being sufficiently advised in the premises, finds that Ida F. Douglas is entitled to a divorce from William T. Douglas; that to this union three living children have been born; Mabel May, age 14, Lucilla, age 11, and Ida Ruth, age 9; that the plaintiff, Ida F. Douglas, is a fit and proper person to have the custody of said minor children and that the defendant herein is not a fit and proper person to have the custody of said minor children; that the custody of said minors is given to the plaintiff herein, Ida F. Douglas; that the defendant, William T. Douglas, is ordered to pay the sum of Seven ($7.00) Dollars per week for the support of said minor children until further order of this court; that the defendant herein, William T. Douglas, is also ordered to pay the sum of Fifty ($50.00) Dollars as attorney fees to the plaintiff herein for the use of her attorney within ninety days. It is further ordered that the costs of this cause be taxed against

the defendant, William T. Douglas.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, May 28th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HARRY R. GREGORY)
VS) # 12727 Judgt. vs Pltf. for Costs.
ALBERT L. DUVALL, ET AL) J. D. 15, Page 246.

The Court upon its own motion does now dismiss this case for want of prosecution at the cost of the plaintiff.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, for want of prosecution, and the plaintiff, Harry R. Gregory, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WILLIAM V. ROOKER)
VS) # 13104
JOHN L. DUVALL)
ALBERT L. DUVALL)
WASHINGTON BANK & TRUST CO.)

Comes now Gustar C. Kleppel, receiver for Acorn Lumber Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

HORACE L. HANNA, RECEIVER ETC.)
VS) # 12782
DEAN WEHNER)
ALBERT H. WEHNER)

Comes now the defendants, by counsel, and file motion for change of venue from the County, which motion is in the words and figures, following, to-wit: (H.I.).

The Court being sufficiently advised in its premises, does now grant said motion, and this cause is sent to Putnam County, Indiana, and five days are given to which to pay the costs and perfect the change.

And court adjourned until 9:00 o'clock A. M., Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, May 29th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ESTHER BRILL)
VS) # 13065 Judgt. vs Pltf. for costs.
GREENBAUM SONS) J. D. 15, Page 247.
INVESTMENT CO.)

Come now the parties, by counsel, and the Court being duly advised, now finds for the defendant.

It is, therefore, now adjudged and decreed by the Court, that the plaintiff take nothing by her complaint, and that the plaintiff pay the costs of this action, taxed at _____dollars and _____ _____cents.

CLARENCE MASSEY)
VS) # 13228
MURIEL GYGER)

Comes now the defendant, by counsel, and the Court being duly advised, does now over-rule motion to separate, to which ruling of the Court the defendant excepts.

And court adjourned until 9:00 o'clock A. M. Monday,
Record Read and signed in open court.
A. J. Stevenson, Judge.

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(NO COURT.)

Monday Morning, June 1st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GEORGE F. EGGERS)
JOSEPH BURDINE)
VS) # 13260
JOSEPH J. JOHNSON)

Comes now the defendant, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

EARL FERREE)
VS) # 11328
JESSIE FERREE)

Comes now the defendant, by counsel, and files petition to modify decree, which petition is in the words and figures following, to-wit: (H.I.).

ADMISSION OF CHAUNCEY J. KNIGHT)
TO THE BAR.) Admitted to Bar.

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

And now comes the said Chauncey J. Knight 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 Councillor at-law at this Bar; so help him God.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, June 2nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FIRST NATIONAL BANK,)
COATESVILLE, INDIANA.)
VS) # 13279
O. H. CLINE, ET AL.)

Comes now the defendant, O. H. Cline, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

IN THE MATTER OF THE)
PETITION OF EVERETT) # 12756
B. YOUNG, DRAIN.)

Comes now the construction commissioner herein and files his final report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises now approves the same.

And now said commissioner is discharged from his bond and trust herein.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Wednesday Morning, June 3rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WILBUR A. HANNA)
WALTER C. MARTIN)
VS) # 12889
ROBERT W. STEPHENSON,)
TRUSTEE, ET AL.)

Comes now the plaintiffs, by counsel, and upon their motion, this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this be and the same is hereby dismissed.

TRONIE M. ISENHOWER)
VS) # 13198
JOSEPHA ISENHOWER)

Comes now the defendant, by counsel, and files petition for support and suit money, which petition is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised, does now set this cause for hearing June 6th, 1931, at 2:00 o'clock P. M.

THE STATE OF INDIANA)
VS) # 7135 Judgt. vs Deft. for $100.00 and Costs.
JAKE ZIMMERMAN) J. D. 15, Page 247.

Comes now the defendant in person and by counsel, and comes also Arny M. Watkins, prosecuting attorney and the defendant now in open Court waives arraignment and enters his plea of guilty to the charge of sale of liquor.

Whereupon the Court finds that said defendant is guilty of the charge of sale of liquor and for the offense by him committed, should make and pay his fine to the State of Indiana in the sum of $100.00, that he should be imprisoned in the Indiana State Farm for a period of six months and that he should pay the costs of this action or stand committed until said fine and costs are staid or paid.

It is, therefore, now adjudged and decreed by the Court that the defendant, Jake Zimmerman, for the offense by him committed to make and pay his fine to the State of Indiana for the sum of $100.00, that he be and he is imprisoned in the Indiana State Farm for a period of six months, and that be pay the costs of this action, taxed at _____dollars and _____cents, or stand committed until said fine and costs are staid or paid.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said Jake Zimmerman be permitted to go at liberty on probation so long as he behaves well.

THE STATE OF INDIANA) (This entry should be of the 2nd day of June, 1931.)
VS) # 7050 Judgt. vs Deft. for Costs.
CHARLES EDWARDS) J. D. 15, Page 249

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person, and the said defendant being duly arraigned, enters his plea of guilty to the charge of failure to provide for child.

Whereupon, the Court finds that said defendant is guilty of the charge of failure to provide for child, and he should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than seven years, and that he should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, Charles Edwards, be and he is hereby sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than seven years, and that he pay the costs of this action, taxed at _____ dollars and _____cents.

And now with the consent of the defendant, Charles Edwards, the Court now orders that the defenday pay to the Clerk of this Court the sum of $6.00 per week for the support of said minor child, said sum to be paid to the wife of said defendant in whose custody the child now is, by said clerk.

And now the defendant, Charles Edwards tenders his bond conditioned as by law required guaranting the performances of said oblication. The Court having examined said bond and being sufficiently advised in its premises, does now approve the same.

Said defendant, Charles Edwards is now released from custody on probation for a period of two years or until the further order of this Court.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, June 4th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson _____, Judge.

Friday Morning, June 5th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MYRAN R. GREEN, TRUSTEE)
VS) # 12638
H. F. TAYLOR)
MINNIE E. TAYLOR)

Comes now the defendant, H. F. Taylor, by counsel, and files affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

HALL B. DARNALL)
WOODSON A. DARNALL)
VS) # 12982
P. C. C. & ST. L.)
RAILROAD COMPANY.)

Come now the parties, by counsel, and this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

After the hearing of the evidence, this cause is continued for arguments and final disposition.

Zimri E. Dougan, Special Judge.

WILLIAM COLLINS, BY HIS)
FIRST FRIEND WALTER A.)
COLLINS.)
VS) # 13189
GEM COAL COMPANY.)

Comes now the defendant, by counsel, and files motion for a continuance, which motion is in the words and figures following, to-wit: (H.I.).

The Court being sufficiently advised in its premises, does now sustain said motion, and cause is continued to June 17th, 1931.

MARION E. DUGGER)
VS) # 13203
INDIANA TRAVELERS)
ASSURANCE COMPANY)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

ELIZABETH GAY)

VS) # 13224 Judgt. vs Pltf. for Costs.

HOOK DRUG STORE) J. D. 15, Page 247.

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Elizabeth Gay, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

JOSEPH BLY, ET AL.)

VS) # 13289

HENRY H. UNDERWOOD)
ET AL

Comes now Oren S. Hack, herein, and enters his appearance for the defendants, Indiana National Bank and Continental National Bank of Indianapolis, Indiana.

BROWNSBURG STATE BANK)

VS) # 13269 Judgt. vs Deft. for $906.98 and Costs.

THOMAS J. CASSERLEY) J. D. 15, Page 248.

Comes now the plaintiff, by counsel, and the defendant having failed to discharge rule to answer, is now three times audibly called in open Court and wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff on the note sued upon in the plaintiff's complaint, the sum of $831.98 in principal and interest and the further sum of $75.00 as a fee for the services of the plaintiff's attorney, all of which the plaintiff is entitled to have and recover of and from the defendant Thomas J. Casserley, together with the costs of this action, all without relief from valuation and appraisement laws.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from the defendant, Thomas J. Casserley, the sum of $906.98, together with the costs of this action taxed at _____dollars and _____cents, all without relief from valuation and appraisement laws.

BROWNSBURG STATE BANK)

VS) # 13271 Judgt. vs Deft. for $347.00 and Costs.

THOMAS J. CASSERLEY) J. D. 15, Page 248.

Comes now the plaintiff, by counsel, and the defendant having failed to discharge rule to answer, is now three times audibly called in open Court and wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff on the note sued upon in the plaintiff's complaint, the sum of $312.00 in principal and interest and the further sum of $35.00 as a fee for the services of the plaintiff's attorney, all of which the plaintiff is entitled to have and recover of and from the defendant, Thomas J. Casserley, together with the costs of this action, all without relief from valuation and appraisement laws.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Thomas J. Casserley, the sum of $347.00, together with the costs of this action, taxed at _____dollars and _____cents, all without relieffrom valuation and appraisement laws.

And court adjourned until 9:00 o'clock A. M. Saturday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, June 6th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

EVA FORD)
VS) # 13123
INTERESTATE PUBLIC SERVICE COMMISSION)

Comes now the defendant, by counsel, and files appeal bond with the United States Fidelity & Guaranty Company as surety thereon, which appeal bond is in the words and figures following, to-wit: (H.I.).

The Court having examined said bond and being sufficiently advised in its premises, does now approve the same.

MARY STANFORD)
VS) # 13126 (This entry is of June 5th, 1931.)
ROBERT L. FITCH)
HARRY M. HICKS)

Comes now the plaintiff, by counsel, and files motion and reasons for a new trial, which motion and reasons are in the words and figures following, to-wit: (H.I.)

HUBBARD KIVETT FARMS CO.)
VS)# 13222
CHARLES C. CLAY)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before June 13th, 1931.

Plaintiff does now file affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

JOHN FLEENER)
VS) # 13223
SMITH GIBBS)

Comes now the plaintiff, by counsel, and files motion for change of venue from the Court, which motion is in the words and figures following, to-wit: (H.I.).

JOSEPH L. POTTER, ET AL.)
VS) # 13275
MEIER ELECTRIC & MACHINE CO. ET AL.)

Comes now the defendant, Frank L. Meier, by counsel, and files fifth paragraph of answer, which fifth paragraph of answer is in the words and figures following, to-wit: (H.I.). Comes also the defendant Meier Electric & Machine Company, by counsel, and files fourth paragraph of answer, which fourth paragraph of answer is in the words and figures following, to-wit: (H.I.).

TRONIE M. ISENHOWER)
VS) # 13198 Judgt. vs Pltf. for $60.00 and $5.00 per week.
JOSEPHA ISENHOWER) J. D. 15, Page 248.

Come now the parties, by counsel, and by agreement of said parties, the plaintiff is ordered by the Court to pay the defendant on or before the day of trial the sum of $60.00 for use of defendant in employing attorneys, and the further sum of $5.00 per week for support of minor child, the first payment should be paid on or before June 10th, 1931.

It is, therefore, considered and adjudged by the Court that the plaintiff, Tronie M. Isenhower, pay to the defendant, Josepha Isenhower, on or before the day of trial the sum of $60.00 for use of said defendant in employing attorneys; and it is further ordered and adjudged by the Court that said plaintiff pay $5.00 per week for support of minor child, the first payment to be paid on or before June 10th, 1931.

THE STATE OF INDIANA)
VS) # 7159 Judgt. vs Deft. for Costs.
HARRY TAYLOR) J. D. 15, Page 248.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person and being duly arraigned in open Court, enters his plea of guilty to the charge of petit larceny.

Whereupon, the Court finds that the defendant, Harry Taylor is guilty of the offense as charged in the affidavit, and for the offense by him committed, should be imprisoned in the Indiana State Farm for a period of one year, and that he should be disfranchised for one year and that he pay and satisfy the costs herein or stand committed until the same are staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Harry Taylor, for the offense by him committed, be imprisoned in the Indiana State Farm for a period of one year, that he be and he is disfranchised for a period of one year, and that he pay and satisfy the costs herein, taxed at _____ dollars and _____cents, or stand committed until the same are staid or paid.

THE STATE OF INDIANA)
VS) # 7158 Judgt. vs Deft. for Costs.
JAMES R. McCREARY) J. D. 15, Page 249.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person and being duly arraigned in open Court, enters his plea of guilty to the charge of burglary.

Whereupon, the Court finds that the defendant, James R. McCreary, is guilty of the charge of burglary, and that he should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than three years nor more than ten years, and that he should pay and satisfy the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, James R. McCreary, be and he is sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than three years nor more

than ten years, and that he pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

And this cause is finally ordered adjudged and decreed.

THE STATE OF INDIANA.)

VS) # 7152 Judgt. vs Deft. for $7.00 per week and Costs.

GLENN HARLEY) J. D. 15, Page 249

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Glenn Harley, in his own proper person and by counsel, and the defendants motion to withdraw plea of guilty is now over-ruled, to which ruling of the Court the defendant duly excepts.

Whereupon, the Court finds that the defendant is guilty of the offense charged in the affidavit, and for the offense by him committed, should now be committed to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than seven years, and that he should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, Glenn Harley, be and he is committed to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than seven years , and that he pay the costs of this action, taxed at _____dollars and _____cents.

And now with the consent of the said defendant, Glenn Harley, the Court now orders that he pay to the Clerk of the Hendricks Circuit Court of Hendricks County, Indiana, the sum of $7.00 per week for the support of said child, the firstof which payments shall become due and payable on June 13th, 1931, and a like sum each week for a period of two years from this date, said sums tobe distributed to the wife of said defendant by said Clerk.

Said defendant, Glenn Harley, does now tender bond with surety to the approval of the Court guaranteeing the payments of said sums and conditioned as by law required. The Court having examined said bond and being duly advised in its premises does now approve the same.

And said defendant, Glenn Harley is now released from custody until further order of the Court.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

L. J. Stevenson, Judge.

Monday Morning, June 8th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

RECTOR G. DYE)
DOROTHY M. DYE)
VS) # 13281
LAUREL E. PEARSON)
HELEN S. PEARSON)

Comes now the defendant, Laurel E. Pearson, by counsel, and files an affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

John T. Hume
John T. Hume, Special Judge.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, June 9th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ADMISSION OF ERNEST T. LANE)
) Admitted to Bar.
TO THE BAR)

Comes now John T. Hume a qualified practicing attorney of this court and moves the Court, that Ernest T. Lane be admitted to practice law at this bar, and the Court sustains said motion.

And now comes the said Ernest T. Lane and swears that he will support the Constitutionof 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 Councillor at-law at this Bar; so help him God.

MARY D. CRAM)
VS) # 13067
URBAN L. WILLIAMS, ET AL)

Come now the defendants, by counsel, and file demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) Cause No. 7104
ELMER JONES, ALIAS) Order
FROSTY JONES)

Arny M. Watkins, Prosecuting Attorney for the 55th Judicial Circuit State of Indiana, having filed his petition herein by which it is shown that William Bush, James P. Hughes and Hugo Lynch, are now confined at the Indiana Reformatory upon sentences from this court, and it being further shown that they are necessary witnesses in the trial of the above entitled cause, same being set for trial June 10, 1931, and asking that an order issue to A. F. Miles as Sup't. of the Indiana Reformatory, at Pendleton, Madison County, Indiana, directing him to have the bodies of said William Bush, James P. Hughes and Hugo Lynch, in the court Room of the Hendricks Circuit Court at Danville, Indiana, on the 10th day of June, 1931 at nine o'clock A.M.

And the Court having seen and inspected said petition and being duly advised in the premises, it finds that said order should issue herein.

It is therefore ordered by the court that said order shall issue out of and under the seal of this court directed to A. F. Miles as Sup't. Indiana Reformatory, commanding him to have the bodies of William Bush, James P. Hughes and Hugo Lynch in the court room of the Hendricks Circuit Court at Danville, Indiana, Hendricks County, Indiana, on the 10th day of June, 1931, at Nine o'clock A.M. of said day.

ARTHUR G. BLAIR)
VS) No. 13225. Judgt. vs Defts. for $2520.25 and Costs.
J. D. 15, Page 249.
BENJAMIN G. DICKEY)
Judgt. vs Defts. for $145.00.
THRESA B. DICKEY) J. D. 15, Page 250.
BECKER ROOFING COMPANY)

Come now the defendants, Benjamin G. Dickey and Thresa B. Dickey, and file answer to defendant Becker Roofing Company's cross-complaint, which said answer is in the words and figures as follows, to-wit: (H.I.)

Comes now the plaintiff and files answer to the defendant Becker Roofing Company's cross-complaint, which said answer is in words and figures as follows, to-wit: (H.I.)

And now said cause being at issue, by agreement of all the parties hereto, the court finds for the plaintiff and that the allegations of plaintiff's complaint are true and that there is due plaintiff on the note sued upon herein, the sum of Two Thousand Three Hundred Forty-five and 25/100 ($2345.25) Dollars of principal and interest and the further sum of One Hundred Seventy-five ($175.00) Dollars as and for the services of plaintiff's attorney, a total sum of $2520.25, together with costs of this action; and the court further finds that said sums are 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 to the extent of said sums, and that plaintiff is entitled to have said mortgage foreclosed as against all of said defendants herein, upon the real estate described in the complaint, and to have said real estate sold.

And the court finds for the defendant, Becker Roofing Company, on its cross-complaint, and that the allegations thereof are true, and that there is due the said defendant, Becker Roofing Company, on the account sued upon, the sum of One Hundred Forty-five ($145.00) Dollars; and the court further finds that said sum is secured by a mechanic's lien set out in said cross-complaint on the real estate described therein, and that said mechanic's lien is a second lien upon the real estate described in the complaint herein, and that said Becker Roofing Company is entitled to have said lien foreclosed as against all of said defendants, subject to the prior rights of the plaintiff in its said mortgage.

It is, therefore, considered, adjudged and decreed by the court that the plaintiff have and recover of and from the sale of real estate described in the complaint herein the sum of $2520.25, together with his costs of suit and all accuruing costs.

It is further considered and adjudged by the court that the equity of redemption of the defendants Benjamin G. Dickey, Thresa B. Dickey and Becker Roofing Company, and of all persons claiming from, under, or through them, in and to the real estate described in the complaint, lying and being in the County of Hendricks, State of Indiana, and described as follows, to-wit:-

A part of the South half of the Southwest quarter of Section 23, Township 15 North, Range 1 East, bounded as follows, to-wit:- Beginning at a point 32 chains South of the Northwest corner of said Southwest quarter and running thence South 8.38 chains to the Southwest corner thereof; thence East 29.77 chains; thence North 8.37 chains; thence West 29.76 chains to the place of beginning, estimated to contain 24.94 acres, more or less.

be, and the same is forever barred and foreclosed, and that said described real estate, and all the right, title, interest and claim of said named defendants, and of all persons claiming from, under, or through them, in and to the same, or so much thereof as

may be necessary for that purpose, shall be sold by the sheriff of the said county of Hendricks, State of Indiana, as other lands are sold on execution, the sale to be without any relief whatever from valuation or appraisement laws.

It is further considered, adjudged and decreed by the court that the cross-complainant, Becker Roofing Company, have and recover of and from the sale of the real estate described in plaintiff's complaint, the cross-complainant's cross-complaint, and in this decree, the sum of $145.00, together with its costs of suit and accruing costs.

And it is further considered and adjudged by the court that the equity of redemption of the defendants Benjamin G. Dickey and Thresa B. Dickey, and all other persons claiming from, under or through them, in and to the real estate described in the complaint herein, in the cross-complaint herein and in this decree, be, and the same is forever barred and foreclosed, and that said described real estate, and all the right, title, interest and claim of said named defendants, and of all persons claiming from, under or through them, in and to the same, shall be sold by the sheriff of said Hendricks County, State of Indiana, as other lands are sold on execution and that said sale be without any relief whatever from valuation or appraisement laws.

The proceeds arising from said sale, the sheriff is ordered and directed to apply as follows, to-wit:

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 upon herein, together with interest from this date at 7% per annum.

Third: To the payment of the amount found due the cross-complainant, Becker Roofing Company, together with interest from this date.

Fourth. The over plus, if any there be, to be paid to the clerk of this court for the use of the party lawfully authorized to receive the same.

And court adjourned until 9:00 o'clock A. M. Wednesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, June 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

DORTHA WILMA FITCH)
VS) # 13005
RUSSELL FITCH)

Comes now the plaintiff, by counsel, and files petition for defendant to show cause why order of Court has not been complied with, which petition is in the words and figures following, to-wit: (H.I.).

RUBY ZWIKER)
VS) # 13135
HARRISON CHURCH)

Comes now the defendant, by counsel, and files answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

KATHERINE R. BRITTON)
VS) # 13155
CARL E. BRITTON)

Comes now the plaintiff, by counsel, and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA.)
VS) # 7104
ELMER JONES ALIAS)
FROSTY JONES.)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person and by counsel, and the defendant now in open Court waives arraignment and enters his plea of not guilty.

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit:James Ryan, F. M. Norman, Patrick K. Dugan, Lowell Franklin, Harry Foster, John C. Hill, Elmer Kennedy, Ira Fisher, Buell Jeffries,Walter Oldham, John M. Stout and Walter Barlow, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and the true verdict given according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M., Thursday, June 11th, 1931.

And court adjourned until 9:00 o'clock, A.M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, June 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7155 Judgt. vs Deft. for Costs.
DARRELL JONES) J. D. 15, Page 250.
KENNETH HOISON,)
ALIAS KENNETH HENDERSON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Kenneth Henderson, in person, and being duly arraigned in open Court, enters his plea of guilty to the charge of robbery.

Whereupon the Court finds that the defendant, Kenneth Henderson, is guilty of the charge of robbery, and that the defendant for the offense by him committed should be committed to the Board of Trustees of the Indiana Reformatory for a period of ten years, and that he should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the defendant, Kenneth Henderson, be and he is committed to the Board of Trustees of the Indiana Reformatory for a period of ten years, and that he pay the costs of this action, taxed at _____ _____dollars and _____cents.

THE STATE OF INDIANA)
VS) # 7104
ELMER JONES ALIAS)
FROSTY JONES)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person and by counsel, and the jury is again brought into open Court and the taking of the evidence is continued and concluded.

Arguments of counsel are heard, and at the close of all of said arguments of counsel, the jury is instructed in writing. The Court giving of its own motion instructions numbered from one to twelve inclusive, and to the giving of each one of which the defendant and State each separately and severally excepts.

And now all of the instructions given by the Court of its own motion together with the memorandum endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, to be made a part of the record herein and recorded in the proper order book of this Court, and are in the words and figures following, to-wit: (H.I.).

At the close of all instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

THE STATE OF INDIANA)
VS) #7157 Judgt. vs Deft. for Costs.
ROXIE McCREARY) J.D. 15, Page 251.

Comes now the State of Indiana, by Arny M.Watkins, prosecuting attorney, and comes also the defendant, Roxie McCreary, in person, and defendant being duly arraigned in open Court says that she is guilty of the crime of 2nd degree burglary, and that she is twenty years of age.

Whereupon the Court finds that said defendant is guilty of the crime as charged in the affidavit, and that for the offense by her committed, should be sentenced to imprisonment in the Indiana Womens Prison, and to the Penal Department thereof for a period of not less than one year nor more than ten years, and that she should pay the costs of this action or stand committed until such costs are paid or stayed.

It is, therefore, considered and adjudged by the Court that the defendant, Roxie McCreary, for the offense by her committed be and she is hereby sentenced to imprisonment in the Indiana Womens Prison, and to the Penal Department thereof, for a period of not less than one year nor more than ten years, and that said defendant, Roxie McCreary is ordered to pay the costs of this action, taxed at _____ dollars and _____cents, or stand committed until such costs are paid or stayed.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, June 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

RECTOR G. DYE)
DOROTHY M. DYE)
VS) # 13231
LAUREL E. PEARSON)
HELEN S. PEARSON)

Come now the plaintiffs, Rector G. Dye and Dorothy M. Dye, by counsel, and file their application for appointment of receiver, which application is in the words and figures following, to-wit: (H.I.).

Come now the parties, by counsel, and they having failed to agree upon an adjoining county to the County of Hendricks to which said cause may be venued, the Court now submits a list of the adjoining countries to said Hendricks County, namely: Morgan County, Putnam County, Marion County, Boone County and Montgomery County, for said parties to strike off, and after having stricken off as provided by law, the County of Morgan remains.

It is, therefore, ordered by the Court that this cause be sent to Morgan County, Indiana, for trial and that the defendants have three days in which to perfect the change.

John T. Hume, Special Judge.

KATHERINE R. BRITTON)
VS) # 13155
CARL E. BRITTON)

Comes now the plaintiff, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

ALBERT STRONG MILES)
VS) # 13202
NETTIE MILES REEDER,)
ET AL.)

Comes now the defendant, J. Harry Miles, by counsel, and files motion for change of venue from this County, which motion is in the words and figures following, to-wit: (H.I.). The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

Come now the parties, by counsel, and by agreement of said parties, in open Court, cause is now sent to Montgomery County, five days are given the defendant in which to pay the costs and perfect the change.

GOERGE CHITTENDEN, BY)
JESSE CHITTENDEN, HIS)
NEXT FRIEND.)
VS) # 13242
HENRY ZERR)

Come now the parties, by counsel, and the plaintiff files second paragraph of complaint, which second paragraph of complaint is in the words and figures following, to-wit: (H.I.).

And now the defendant files answer, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue is now submitted to the to the Court for trial, finding and decree without the intervention of a jury.

The Court having heard the evidence, does now take this case under advisement.

CLARA A. MILLER)
VS)# 13274 Judgt. vs Pltf. for Costs.
WILLIAM C. HOLSTEAD) J. D. 15, Page 250.

Comes now the plaintiff, by counsel, and moves the Court to dismiss this case at plaintiff's cost, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being sufficiently advised, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Clara A. Miller, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

BROWNSBURG STATE BANK)
VS) # 13282 Judgt. vs Deft. for $85.38 and Costs.
B. H. ASHER) J. D. 15, Page 250.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit:(H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due plaintiff on note sued upon in plaintiff's complaint in principal and interest the sum of $70.38 and the further sum of $15.00 as a fee for the services of the plaintiff's attorney, all of which sums the plaintiff is entitled to have and recover of and from the defendant without relief from valuation or appraisement laws, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, B. H. Asher, the sum of $85.38 without relief from valuation or appraisement laws, together with the costs of this action, taxed at _____dollars and _____cents.

THE STATE OF INDIANA)
VS) # 7104
ELMER JONES ALIAS)
FROSTY JONES)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in person and by counsel, and the jury is again brought into open Court and in said defendant's presence, announces that they can not agree upon a verdict, and the jury having deliberated for twenty-four hours, and there being no prospect of a verdict on further deliberation, said jury with the consent of the defendant,Elmer Jones, is now discharged from further deliberation on this case.

SYBIL DENNY)
VS) # 13226 Judgt. vs Deft. for $3.00 per week and costs.
ROBERT DENNY) J. D. 15, Page 25

Comes now the plaintiff and it appearing to the court by the summons herein and the return of the Sheriff endorsed thereon that the defendant was summonsed for more than ten days prior to the 23rd day of April, 1931, being the date on which said summons was returnable, which summons and the return thereon are in the words and figures as follows, to-wit: (H.I.)

And now the defendant being three times loudly called in open court comes now but herein wholly makes default. And this cause is submitted to the court for trial, finding and decree.

The court, having heard the evidence and being duly advised in the premises, finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to a divorce from the defendant on the grounds of cruel and inhuman treatment.

The court further finds that the plaintiff is a suitable person to have the care and custody of their minor child, Leona Jean Denny, age 11 months, and that the custody of said child should be awarded to said plaintiff.

The court further finds that the defendant should be ordered to pay the sum of $3.00 per week for the support of said child and that said money should be paid into the Clerk's office of the Hendricks Circuit Court and that the first payment thereof should be in on the 22nd day of June, 1931.

It is, therefore, ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant be, and that the same is hereby dissolved and plaintiff is granted an absolute divorce from the defendant.

It is further ordered, adjudged and decreed that the plaintiff be, and she is hereby awarded the custody of their minor child, Leona Jean Denny, age 11 months, until the further order of this court.

It is further ordered and adjudged by the court that the defendant be and he is hereby ordered to pay to the Clerk of the Hendricks Circuit Court, every two weeks, the sum of $6.00. Said payments to begin on the 22nd day of June, 1931.

It is further adjudged and decreed that the defendant pay the costs of this action taxed at $_____.

Friday, June 12th, 1931, and the 35th day of the May Term, 1931.

ORA COCHERELL)
ERNEST WALTER,)
TRADING AS COCHERELL)
& WALTER.)
VS) # 12953
JOHN G. McCORD)

Come now the parties, by counsel, and the defendant having failed to perfect the change of venue from the County, and the regular judge having been of counsel, the said Honorable A. J. Stevenson, Judge does now disqualify himself as trial judge, and the parties in open Court agree upon and the Court does now appoint Honorable Otis E. Gulley, a practicing attorney at this bar, as special judge in said cause.

And court adjourned until 9:00 o'clock A. M. Saturday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday, June 13th, 1931, and the 36th day of the May Term, 1931.

Saturday Morning, June 13th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ALMA KATHERINE HUFF)
VS) # 13028
HARRY BULLOCK)
FRANCES LEROY BULLOCK,)
ET AL.)

Come now the defendants, William F. Bullock and Thomas P. Bullock, by counsel, and file answer, which answer is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, June 15th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

MADGE P. HOADLEY)
VS) # 12762
ABRAM HOADLEY)

Come now the parties, in person and by counsel, and the taking of the evidence is continued and concluded, and the Court does now take this case under advisement.

Zimri E. Dougan, Special Judge.

HALL B. DARNALL)
WOODSON A. DARNALL)
VS) # 12982 Judgt. vs Pltfs. for Costs.
P. C. C. & ST. L.) J. D. 15, Page 251.
RAILROAD COMPANY, ET AL.)

Come now the plaintiffs, by counsel, and upon their motion this cause is dismissed at their cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Hall B. Darnall and Woodson A. Darnall are ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, June 16th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

JOSEPH BLY, ET AL.)
VS) # 13289
HENRY H. UNDERWOOD, ET AL.)

Comes now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summonses herein and the return of the Sheriffs indorsed thereon, which summonses and returns are in the words and figures following, to-wit: (H.I.), that the following defendants, Okel Voorhies, B. D. Emanuel Administrator, Shirley Ader, Tressie Ader, Jacob Ader, Helen Stewart, Ernest Newlin May Anderson, Cassins Wright, and Benjamin Anderson have been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the said defendants to appear and answer said complaint, and said defendants are three times audibly called in open Court but come not, and herein wholly makes default.

All other defendants in above cause are ruled to answer on or before June 22nd, 1931.

ADMISSION OF LEONARD R. CHRISTIE)
TO THE BAR.) Admitted to Bar.
)

Comes now Charles V. Sears, a qualified practicing Attorney of this Court and moves the Court, that Leonard R. Christie be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Leonard R. Christie 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF FRANK L. BROWN)
AT THE BAR.) Admitted to Bar.
)

Comes now Charles V. Sears a qualified practicing Attorney of this Court and moves the Court, that Frank L. Brown be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Frank L. Brown 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 Councillor at-law at this Bar; so help him God.

ADMISSION OF ALCIE M. RIDGWAY)
AT THE BAR) Admitted to Bar.
)

Comes now James L. Clark a qualified practicing Attorney of this Court and moves the Court, that Alcie M. Ridgway be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Alcie M. Ridgway and swears that she 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 Councillor at-law at this Bar; so help him God.

ESTHER BRILL)
VS) # 13065
GREENEBAUM SONS)
INVESTMENT CO.)

Comes now the plaintiff, by counsel, and files motion for new trial of this case, which motion is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, June 17th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA, EX REL)
ROBERT BRACKEN, AUDITOR OF)
THE STATE OF INDIANA.)
VS) # 11306
THE NORTH SALEM BANK.)

Comes now the receiver, by counsel, and files his final report, which final report is in the words and figures following, to-wit: (H.I.), and this cause is set for hearing June 30th, 1931.

The receiver is directed to give notice of time and place of hearing by two publications in a newspaper.

WILLIAM COLLINS, BY HIS NEXT)
FRIEND WALTER A. COLLINS.)
VS) # 13189
GEM COAL COMPANY)

Comes now the plaintiff, by counsel, and upon his motion, the Court orders all depositions on file in this case published.

VONNEGUT HARDWARE COMPANY)
VS) # 13283 Judgt. vs Deft. for $54.00 and Costs.
GEORGE FLINN) J. D. 15, Page 252.

Comes now the plaintiff and by counsel, and shows to the Court the summons issued to the defendant in said cause together with the return of the Sheriff of Hendricks County,Indiana, whereby it appears that said defendant George Flinn was duly served with notice of this cause more than ten days prior to the day set for hearing the same, and the said defendant, George Flinn failing to appear and answer in said cause upon order of the Court is three times loudly called in open Court but comes not, but wholly makes default herein. Whereupon, this cause is submitted to the Court, without the intervention of the jury for trial, finding and decree, and the Court upon hearing the evidence, the argument of Counsel, and being fully advised in the premises, finds for the plaintiff The Vonnegut Hardware Company, A Corporation. That the allegations as set forth in its complaint are true, as therein alleged; that there is due and owing said plaintiff by the said defendant, George Flinn the sum of $54.00, and costs of this action, all without relief from valuation or appraisement laws of the State of Indiana.

It is, therefore, ordered, adjudged and decreed by the Court that the plaintiff in this cause, The Vonnegut Hardware Company, be, and it is hereby awarded a judgment against the defendant George Flinn in the sum of Fifty-Four and no/100 Dollars, and its costs in this action laid out and expended, taxed at _____ dollars and _____cents.

All of which is ordered, adjudged and decreed by this Court.

HARVEY H. HAMBLE)
VS) # 13261.
HENRY F. BRANDT,)
ET AL.)

Come now the parties, by counsel, and the Court does now order published a conditional examination of the plaintiff.

The defendants, by counsel, nowfiles motion for physicial examination of Maude Hamble, wife of plaintiff, which motion is in the words and figures following, to-wit:(M.I.).

This cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: James Ryan, F. M. Norman, Carl Tucker, Lowell Franklin, Harry Foster, John C. Hill, Elmer Kennedy, Urban Lawson, Anson Kellem, Kenneth Smith, John M. Stout and Walter Barlow, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and the true verdict given according to law and the evidence adduced.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M., Thursday, June 18th, 1931.

The Court having examined said defendants' motion for physical examination of Maude Hamble and being sufficiently advised, does now sustain the same, to which the plaintiff duly excepts, and said Court appoints Dr. Louis W. Armstrong to make such examination.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, June 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HARVEY H. HAMBLE)
VS) # 13261
HENRY F. BRANDT, ET AL)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After hearing a part of the evidence, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. June 19th, 1931.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, June 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HARVEY H. HAMBLE)
VS) # 13261
HENRY F. BRANDT, ET AL)

Come now the parties, by counsel, and the jury is again brought into open Court and the evidence is continued and concluded.

At the close of all the evidence, the defendants separately and severally file motion for directed verdict, which motion is in the words and figures following, to-wit: (H.I.).

The jury is now permitted to separate under proper instructions until 9:00 o'clock A. M. Monday, June 22nd, 1931.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, June 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FRANCIS M. GROOVER)
VS) # 13230 Divorce Decree
LOTTIE BELLE GROOVER)

Comes now the plaintiff, Francis M. Groover, and shows to the court the writ of summons issued herein, and it appears to the satisfaction of the court from said summons that the defendant, Lottie Belle Groover, has been duly notified of the filing of the complaint herein for more than ten days prior to this date, and that more than sixty days have elapsed since said summons was served upon said defendant, all of which is shown by the said summons and the return endorsed thereon by the sheriff of Boone County, Indiana, to the satisfaction of the court, which writ of summons and said sheriff's return thereon are in the following words and figures to-wit: (H.I.).

And now this cause coming on for trial and the defendant, failing to appear either in person or by counsel, is now three times loudly called in open court, but comes not and wholly makes default herein. And now the Prosecuting Attorney, Arny M. Watkins, appears and defends in said cause.

And this cause now being at issue on the complaint and the default of the defendant 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 by the plaintiff in support of the allegations contained in the complaint, and being fully advised and informed in the premises, does now find that the plaintiff has been a bona fide resident of the state of Indiana for more than two years last past prior to the date of the filing of the complaint herein and further that he has been a bona fide resident of Hendricks County, in said state, for more than six months last past prior of said date.

And the court further finds that the property rights between the parties to this action have been adjusted.

And the court finds that the plaintiff is entitled to a divorce from the defendant on the grounds and for the reasons set forth in his complaint.

It is therefore ordered and adjudged by the court that the plaintiff, Francis M. Groover, be and he is hereby granted an absolute divorce from the defendant, Lottie Belle Groover.

It further adjudged by the court that the bonds of matrimony, heretofore existing between the plaintiff and defendant, be and they are hereby dissolved and set aside and held for naught.

It is further adjudged by the court that the plaintiff pay the costs of this action taxed at _____dollars and _____cents, which costs are now paid.

ROBERT H. DIETZ)
VS) # 12101 Judgt. vs Pltf. for Costs.
PAUL BISESI) J. D. 15, Page 252
JOSEPH BISESI)

Come now the plaintiff, Robert H. Dietz, by counsel, and upon his motion this cause is now dismissed, at the cost of the plaintiff.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiff, Robert H. Dietz, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARRY E. CLEMONS)
VS) # 12239 Judgt. vs Pltf. for Costs.
T.H.I. & E. TRACTION) J. D. 15, Page 252
COMPANY.)

The Court upon its own motion does now dismiss this cause for want of prosecution at the plaintiff's cost.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Harry E. Clemons, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

FRED L. STEVENS)
VS) # 12355 Judgt. vs Pltf. for Costs.
STACY C. LAMBERT) J.D. 15, Page 253

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, and the plaintiff pays the costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiff, Fred L. Stevens, is ordered to pay the costs of this action, taxed at_____dollars and _____cents.

FRED L. STEVENS)
VS)# 12356 Judgt. Vs. Pltf. for Costs.
STACY C. LAMBERT) J. D. 15, Page 253

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, at the plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiff, Fred L. Stevens, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

NETTIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ETC.)

Comes now the defendant, by counsel, and suggests the death of Lafayette A. Jackson and requests the substitution of Chester H. Jackson, administrator of the estate of Lafayette A. Jackson as party defendant.

The Court being duly advised, does now order such substitution to be made.

GALENA MANUFACTURING CO.)
VS) # 13220 Judgt. vs Deft. for $104.18 and Costs.
DENZIL HILDEBRAND) J. D. 15, Page 253.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due said plaintiff from the defendant on account sued upon the sum of $104.18 as principal and interest, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Denzil Hildebrand, the sum of $104.18, together with the costs of this action,taxed at _____ dollars and _____cents.

MADGE P. HOADLEY)
VS) # 12762 Judgt. vs Pltf. for Costs.
ABRAM HOADLEY) J. D. 15, Page 253.

Come now again the parties, by counsel, and the Court being duly advised, does now find for the defendant against the plaintiff, and that the said plaintiff take nothing by her action herein, and that she should pay the costs of this proceeding.

It is, therefore, considered and adjudged by the Court that the plaintiff, Madge P. Hoadley taking nothing by her action herein, and that she pay the costs of this action, taxed at _____dollars and _____cents.

Zinri E. Dougan,
Zinri E. Dougan, Special Judge.

FEDERAL CHEMICAL CO.)
VS) # 13057 Judgt. vs Deft. John A. Hawkins for $72.98 and Costs.
CHARLES M. ROARK) J. D. 15, Page 254.
JOHN A. HAWKINS)

Comes now the plaintiff, by counsel, and dismisses this cause of action as to the defendant Charles M. Roark.

It appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant John A. Hawkins, has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the said defendant to appear and answer said complaint, and said defendant, John A. Hawkins, is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due said plaintiff from defendant on note

sued upon in plaintiff's complaint the sum of $57.98 in principal and interest, and the further sum of $15.00 attorney fees, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, John A. Hawkins, the sum of $72.98, together with the costs of this action, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson _____, Judge.

Monday Morning, June 22nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ORA COCHERELL)
ERNEST WALTER,)
TRADING AS COCHERELL)
& WALTER.)
VS) # 12953 (This entry is of June 12th, 1931.)
JOHN G. McCORD)

Come now the parties, by counsel, and the defendant having failed to perfect the change of venue from the County, and the regular judge having been of counsel, the said Honorable A. J. Stevenson, Judge does now disqualify himself as trial judge, and the parties in open Court agree upon and the Court does now appoint Honorable Otis E. Gulley, a practicing attorney at this bar, as special judge in said cause.

IN THE MATTER OF THE PETITION)
OF FRANK FREEMAN, ET AL, EX)# 12770
PARTE DRAIN.)

Comes now the petitioners by Clark & Kahl, their attorneys and file their petition asking for an extention of time for the commissioners to file their report.

And the court having been fully advised in the premises finds that said petition should be granted and extends the time for the filing of said report to the 27th day of June, 1931, all of which is finally ordered and decreed by the court.

KATHERINE R. BRITTON)
VS) # 13155
CARL E. BRITTON)

Come now the parties, by counsel, and the Court being duly advised, does now grant plaintiff's motion for a change of venue from the County.

Said parties now strike off adjoining counties and Putnam County remains. This cause is now sent to Putnam County, Indiana, for trial, and the plaintiff is given five days in which to pay the costs and perfect the change.

WILLIAM COLLINS, BY HIS)
NEXT FRIEND, WALTER A)
COLLINS)
VS) # 13189
GEM COAL COMPANY)

Come now the parties, by counsel, this cause being at issued, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: James S. Ryan, F. M. Norman, Patrick K. Dugan, Lowell Franklin, Harry Foster, John C. Hill, Elmer Kennedy, Fred Dickerson, Anson Kellem, Kenneth Smith, John M. Stout and Walter Barlow, twelve good and lawful men, householders and freeholders of

of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and true verdict given according to the law and the evidence adduced.

After hearing a part of the evidence in this case, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Tuesday, June 23rd, 1931.

ADMISSION OF WILLIAM RANDOLPH COX)
) Admitted to Bar.
TO THE BAR.)

Comes now Horace L. Hanna a qualified practicing Attorney of this Court and moves the Court, that William Randolph Cox be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said William Randolph Cox 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 Councillor at-law at this Bar; so help him God.

HARVEY H. HAMBLE)
)
VS) # 13261
)
HENRY F. BRANDT,ET AL)

Come now the parties, by counsel, and the jury is again brought into open Court, and the Court being duly advised in the defendants' separate and several motion for directed verdict, does now sustain the same, to which ruling the plaintiff excepts.

The Court does now orally direct the jury to return a verdict for the defendants, to which instructions the plaintiff orally excepts.

The jury retires to its room in charge of a sworn officer to consult of a verdict. And afterwards the jury is again brought into open Court and returns a verdict for the defendants, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

HARVEY H. HAMBLE

VS

HENRY F. BRANDT, et al.

We, the jury, find for the defendants.

Walter H. Barlow.

Foreman.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, June 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

RUTH A. WECHT)
VS) # 12971
ARTH B. COOKE)

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

TRONIE M. ISENHOWER)
VS) # 13198
JOSEPHA ISENHOWER)

Come now the parties, in person and by counsel, and this cause being at issue is now submitted to the Court for trial, finding and degree without the intervention of a jury.

All evidence is now heard.

HUBBARD-KIVETT FARMS CO.)
VS) # 13222
CHARLES C. CLAY)

Come now the parties, by counsel, and the Court now sustains plaintiff's motion for change of venue from the Court.

And now said parties in open Court agree upon Putnam County, Indiana, and the Court now venues said cause to Putnam County, Indiana, and five days are given the plaintiff in which to pay the costs and perfect the change.

WILLIAM COLLINS, BY HIS)
NEXT FRIEND WALTER A.)
COLLINS)
VS) # 13189
GEM COAL COMPANY)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

After hearing a part of the evidence in this case, the jury is permitted to separate under proper instructions touching their conduct during their separation until 9:00 o'clock A. M. Wednesday, June 24th, 1931.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, June 24th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WILLIAM COLLINS, BY HIS)
NEXT FRIEND WALTER A.)
COLLINS)
VS) # 13189
GEM COAL COMPANY)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of the evidence is continued and concluded.

At the close of all the evidence and before the argument, the plaintiff tenders instructions numbered from one to nine inclusive,and the defendant tenders instructions numbered from one to seventeen inclusive. The Court indicates in writing thereon before argument what instructions of those tendered will be given and which refused.

Arguments heard and at the close of all the arguments, the Court gives of the instructions tendered by the plaintiff instructions numbered 1, 2, 3, 4, 5, 6, 7 and 9, to the giving of each one of which the defendant excepts. And the Court refuses to give of the instructions tendered by the plaintiff instructions numbered eight, to the refusal of which the plaintiff objects and excepts.

The Court gives of the instructions tendered by the defendant instructions numbered 1, 2, 3, 4, 5, 7, 9, 11, 12, 15and 16, to the giving of each one of which the plaintiff objects and excepts. And the Court refuses to give of the instructions tendered by the defendant instructions numbered 6, 8, 10, 13, 14 and 17, to the refusal of each one of which the defendant excepts.

The Court now gives of its own motion instructions numbered one to fifteen inclusive, to the giving of each one of which the plaintiff and defendant each separately and severally except.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And afterwards, the jury is again conducted into open Court and returns a verdict for the plaintiff in the sum of $900.00, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

WILLIAM COLLINS, By His Next friend, Walter A. Collins
VS
GEM COAL COMPANY

We, the jury, find for the plaintiff and assess his damages in the sum of $900.00, Nine hundred dollars.

Walter H. Barlow
Foreman.

The jury also returns answers to interrogatories, which answers are in the words and figures, following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M., Thursday,
Record read and signed in open Court.
A. J. Stevenson, Judge.

Thursday Morning, June 25th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FLOYD J. BARKMAN)
VS) # 13312 Order Granting Writ of Habeas Corpus.
DOUGLAS HALL)

On reading and considering the petition of Floyd J. Barkman, whereby it appears that he is illegally and wrongfully deprived of and denied the custody of his minor child, Robert Neil Barkman, who is illegally held in custody and restrained of his liberty by Douglas Hall in his dwelling house in the town of Lizton, County of Hendricks, State of Indiana, it appears to the Court that a writ of habeas corpus ought to issue.

It is, therefore, ordered that a writ of haveas corpus issue out of and under seal of this Court directed to said Douglas Hall, commanding him to have the body of said Robert Neil Barkman before this Court in the court room on the 1st day of July, 1931, at 9:00 o'clock A.M. of that date, to do and receive what shall then and there be considered concerning Robert Neil Barkman, together with the time and cause of his detention and that he have then and there this writ.

MARGARET HOOK)
VS) # 13257
FOURTH AVENUE)
AMUSEMENT COMPANY)

Comes now the defendant, by counsel, and files affidavit for continuance, which affidavit for continuance is in the words and figures following, to-wit:

IN THE MATTER OF THE PETITION)
OF FRANK FREEMAN, ET AL. EX) # 12770
PARTE DRAIN.)

Come now the petitioners by Clark & Kahl, their attorneys and Frank Tucker, The Clerk of this court, and file in open court the report of said Drainage Commissioners and the Court finds that new parties have been made by said report and fixes the 8th day of September, 1931, for final hearing of said report and the petitioners are ordered to give proper notice to said new parties to appear at said time.

THE STATE OF INDIANA)
VS) # 7104
ELMER JONES ALIAS)
FROSTY JONES)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes again the defendant, Elmer Jones, in his own proper person and by counsel, and said defendant is permitted to go hense on his own recognizance until further order, and own his promise to report to the Court each month during period of bail.

J. EARL LAFOLLETTE,)
GEORGE A. RUSSELL, Partners)
doing business under the firm)
name and style of Lafollette)
& Russell,)
Plaintiffs)
vs) # 13109 DECREE Judgt. vs Deft. for $662.91 and Costs.
SYLVESTER W. COFFMAN,) J. D. 15, Page 254.
Defendant)

Come now the plaintiffs in the above entitled cause by their attorneys and it appearing to the satisfaction of the Court by the summons issued to the Sheriff of Hendricks County, Indiana, in the cause herein, and the return of the Sheriff of Hendricks County, Indiana, endorsed thereon, that the defendant was lawfully served with said summons more than ten days prior to the date fixed for its return, and more than ten days prior to the date hereof, which summons and its return are in the words and figures following, to-wit: (H.I.)

And said defendant failing to appear is now three times loudly called in open court but comes not and wholly makes default herein.

And now come the plaintiffs by their attorneys and this cause is now 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 duly advised in the premises finds for the plaintiffs: That the allegations of the complaint are true; that the defendant, Sylvester W. Coffman, is indebted to the plaintiffs herein upon the note sued upon in plaintiffs' complaint in the sum of Five Hundred Ninety Two and 91/100 ($592.91) Dollars, principal and interest to date; that a reasonable fee for plaintiffs' attorneys herein is Seventy ($70.00) Dollars; that the plaintiffs are entitled to recover of and from the defendant in principal, interest and attorneys' fees the sum of Six Hundred Sixty Two and 91/100 ($662.91) Dollars, together with the interest thereon from the date hereof at the rate of eight per cent. per annum.

IT IS, THEREFORE, CONSIDERED, adjudged and decreed by the Court that the plaintiffs recover of and from the defendant herein the sum of Six Hundred Sixty Two and 91/100 ($662.91) Dollars, principal, interest and attorneys'fees, and that said judgment bear interest at the rate of eight per cent. per annum from date hereon.

It is further considered, adjudged and decreed by the Court that the plaintiffs recover of and from the defendant herein their costs herein taxed at _____dollars and _____cents.

THE STATE OF INDIANA)
VS) # 7162 Judgt. vs Deft. for Costs.
JAMES ROSS) J. D. 15, Page 254.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person and by counsel, and said defendant being duly arraigned in open Court, says that he is guilty of the crime charged in affidavit.

Whereupon, the Court finds that the defendant is guilty of the crime charged in the affidavit and for the crime by him committed should be sentenced to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than ten years, and that he should pay the costs of this action, or should stand committed until said costs are staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, James Ross, be and he is hereby sentenced to the custody of the Board of Trustees of the Indiana Reformatory at Pendleton, Indiana, for a period of not less than one year nor more than ten years, and that he pay the costs of this action, taxed at _____ dollars and _____ cents, and that he stand committed until said costs are staid or paid.

And Court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open Court.

A. J. Stevenson, Judge.

Friday Morning, June 26th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

DELIA CLEVENGER)
VS) # 12580
FRED H. CLEVENGER)

Comes now the plaintiff, by counsel, and files petition for an allowance, which petition is in the words and figures following, to-wit: (H.I.).

LOUISE HOLMES BY)
EDWARD HOLMES, HER)
NEXT FRIEND.)
VS) # 13119 Judgt. vs Pltf. for Costs.
ETHEL IDDINGS) J. D. 15, Page 254.
CLAUDE IDDINGS)

Comes now the plaintiff, by counsel, and moves the Court to dismiss this case, and asks permission to withdraw papers from the file.

The Court being sufficiently advised, does now sustain said motion, and dismisses said cause at plaintiff's cost. The Court also gives the plaintiff permission to withdraw pleadings from the file.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Louise Holmes by Edward Holmes, her next friend, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

It is further adjudged by the Court that the papers of this case are withdrawn from the file.

THE STATE OF INDIANA)
VS) # 7163
WOODSON FELTNER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, and said defendant is permitted to go on his own recognizance until further order of the Court.

THE STATE OF INDIANA)
VS) # 7164
FLOYD GOODWIN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, and said defendant is permitted to go on his own recognizance until further order of the Court.

THE STATE OF INDIANA)
VS) # 7161
HENRY WILSON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting

attorney,and comes also the defendant in his own proper person, and the Court being now in session, the defendant is now arraigned and enters his plea of not guilty to said charge.

Defendant's bond fixed at $2000.00 cash.

ADMISSION OF RAYMOND B. TOUNSLEY)
TO THE BAR.) Admitted to Bar.

Comes now Otis E. Gulley a qualified practicing Attorney of this Court and moves the Court, that Raymond B. Tounsley be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said Raymond B. Tounsley 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 Councillor at-law at this Bar; so help him God.

VELERA LACKEY)
VS) # 13305 Judgt. vs Deft. for $50.00 and $15.00 every two weeks.
FORN LACKEY) J. D. 15, Page 255.

Comes now the parties, the plaintiff by her attorneys, Lawrence A. Shaw and Clark & Kahl and the defendant Forn Lackey in person. And the petition for temporary allowance pending the action and attorneys fees coming on for hearing the same is submitted to the court and the court, having heard the evidence and being fully advised in the premises, finds that the facts contained in plaintiff's verified application for support money are true and that she is entitled to have the defendant pay into court the sum of $15.00 on the first day of July, 1931 and the further sum of $15.00 each two weeks thereafter during the pendency of this action. The court also finds that the defendant should pay to the Clerk for the use and benefit of plaintiff's attorneys the sum of $50.00 on or before the first of September, 1931.

It is therefore ordered, adjudged and decreed by the court that the defendant, Forn Lackey shall pay to the Clerk of the Hendricks Circuit Court the sum of $150.00 on the first day of July, 1931 and the further sum of $15.00 every two weeks thereafter during the pendency of this action, said money to be paid by said Clerk to the plaintiff, Velera Lackey who resides at 901 River Ave. Indianapolis, Indiana, for her support and maintenance and the defendant is ordered to pay the further sum of $50.00 to the Clerk of the Hendricks Circuit Court on or before the first day of September, 1931 to be paid by said Clerk to Lawrence A. Shaw and Clark and Kahl, attorneys for the plaintiff in said cause. All of which is finally ordered and decreed by the court.

THE STATE OF INDIANA) (This entry is of June 27th, 1931.)
VS) # 7153 Judgt. vs Deft. for $3.00 per week and costs.
HERMAN SHUMAKER) J. D. 15, Page 255.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person before trial, and the Court being duly advised, and with the consent of the defendant, the Court finds that the said defendant should be ordered to pay the sum of $3.00 per week to the Clerk of this Court for the support of the defendant's minor child. Said payment should be made as follows: $6.00 on or before July 15th, 1931 and the sum of $6.00 each two weeks thereafter for a period

of two years from this date.

And now the defendant tenders his bond conditioned as by law required, guaranting the fulfilment of this order with John H. Keir as surety thereon, which bond the Court now approves.

And now the defendant is released from custody on his probation, until further order of the Court.

It is, therefore considered and adjudged by the Court that the defendant, Herman Shumaker,, be and he is hereby ordered to pay the sum of $3.00 per week to the Clerk of this Court for the support of said defendant's child, said payment to be made as follows; $6.00 on or before July 15th, 1931, and the sum of $6.00 each two weeks thereafter, for a period of two years from this date.

It is further considered and adjudged by the Court that the defendant, Herman Shumaker pay the costs of this action, taxed at _____dollars and _____ _____cents.

And now the said defendant is released from custody of his probation, until the further order of the Court, all of which is adjudged and decreed.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open Court.

A. J. Stevenson, Judge.

Saturday Morning, June 27th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, June 29th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ADMISSION OF H. ALLEN WOOD)) Admitted to Bar.
TO THE BAR.)

Comes now Arny M. Watkins a qualified practicing Attorney of this Court and moves the Court that H. Allen Wood be admitted to practice law at this Bar, and the Court sustains said motion.

And now comes the said H. Allen Wood 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 Councillor at-law at this Bar; so help him God.

JOHN W. BARRINGER)
VS) # 13217
GUILFORD TOWNSHIP)
OF HENDRICKS COUNTY)
AND GUILFORD SCHOOL)
TOWNSHIP OF HENDRICKS)
COUNTY.)

Come now the parties, by counsel, and the Court being duly advised, does now sustain the defendants' motion to make complaint more specific.

The plaintiff does now file amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

The Court does now rule the defendants to answer.

THE FEDERAL LAND BANK)
OF LOUISVILLE, KY.)
VS) # 13246
JOHN S. BALDOCK, ET AL)

Comes now the plaintiff, by counsel, and John E. Hicks having refused to act as receiver, the Court does now appoint Arny M. Watkins as such receiver.

And now comes said Arny M. Watkins and accepts said appointment and qualifies as such and tenders his bond in the penal sum of $500.00, which bond the Court now approves.

BENJAMIN F. CAIN)
VS) # 13311
WILLIAM PRESLEY COX)

Comes now the plaintiff, by counsel, and moves the Court to dismiss this action, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, June 30th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7149
HENRY HALFAKER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and he being duly arraigned, says for his plea that he is not guilty.

The Court does now fix the defendant's bond at $2000.00.

WILLIAM MASSEY)
VS) # 12607
RALPH E. ESPEY, ET AL)

Certified opinion of Supreme and Appellate Court is filed, which certified opinion is in the words and figures following, to-wit: (H.I.).

Comes now the receiver, by counsel, and files his report, which report is in the words and figures following, to-wit: (H.I.).

JOSEPH BLY, ET AL)
VS) # 13289
HENRY H. UNDERWOOD,ET AL)

Come now the defendants, Continental National Bank and Indiana National Bank, by counsel, and file answer, which answer is in the words and figures following, to-wit: (H.I.).

Comes also the defendant, Mattie Vaught, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

MAYME COX)
VS) # 13178
CHARLES M. COX.)

Come now the parties, by counsel, and this cause being at issue, is now submitted to the Court for trial, finding and degree without the intervention of a jury.

And the Court having heard the evidence, does now take this cause under advisement.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, July 1st, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

IN THE MATTER OF THE PETITION OF)
OF FRANK FREEMAN, ET AL, EXPARTE) # 12770
DRAIN.)

Comes now Frank Freeman, by counsel, and files remonstrance, which remonstrance is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA EX REL)
ROBERT BRACKEN AUDITOR OF) 11306
THE STATE OF INDIANA)
VS
THE NORTH SALEM BANK

Comes now the Receiver, by counsel, and shows to the Court proof of the publication of the notice of filing his final report and the day set for hearing the same.

And there being no objections on file to said report and the Court being duly advised now approves said report and said Receiver is discharged from his bond and trust herein.

Further ordered that the Clerk pay out the money in his hands to parties lawfully entitled to receive same.

1.	Herbert Adams,	$0 .61
2.	John O. Adams,	0 .47
3.	Bethel Adams,	0.79
4.	Ella Baird,	0 .81
5.	Walter S. Bales,	0 .35
6.	C. Lee Bartlett,	0 .92
7.	Norman S. Blaydes,	0 .63
8.	Lyda Buckingham,	0 1.14
9.	Frank Blaydes,	0 .44
10.	Joe S. Blaydes,	0.68
11.	Charles Booker,	0 .58
12.	John H. Bunten,	0.77
13.	Homer Chapman,	0 .65
14.	James Henry Clay Jr.	0 .60
15.	Stella Coons,	0 .70
16.	Florence Creech,	0 .49
17.	Hendon Carpenter,	0.53
18.	Mary Davidson,	0.61
19.	Mamie Davis, Tres.	0.35
20.	Mary Emma Davis,	01.04
21.	Edna Disney,	0 .19
22.	Abigail Smith Durham,	1.30
23.	Barnes Eggers,	0.57
24.	Christine Eggers,	0.79
25.	Cornelius Elliott,	0.78

25 1/2 Margaret Eggers- 48

26.	Clarence Daniels,	$0 .43
27.	Harley Davidson,	0 .43
28.	Lillie V. Davidson,	0.84
29.	Rollin Davis, Treas.	0 .50
30.	Elizabeth M. Dickerson,	0.88
31.	Sarah J. Dickerson,	0 .51
32.	Glen Durham,	0 .55
33.	Margaret Eggers,	0 .48
34.	Mabel Erganbright, Tr.	0 .67
35.	A. B. Fishback,	0.58
36.	C. E. Fishback,	0.98
37.	Eugene Fleece,	0.60
38.	Farnett Fonner, Tr.	0.93
39.	Gerald Fiscus,	0.74
40.	Verne Fiscus,	0 .52
41.	Harlan Fleece,	0 1.00
42.	Maurice Fleece,	0 .60
43.	Pauline Fleece, Tr.	0 .35
44.	Juanita Gill,	0 .53
45.	Fred Hadley,	.84
46.	Hall & Hadley,	0.88
47.	Eva Harper,	0.82
48.	M. C. Harper,	0.66
49.	Emma Haynes,	0.68
50.	Frank Hays,	0.81
51.	Ordra Huckstep,	0.75
52.	Jesse F. Hooser,	0.45
53.	J. L. Hileman,	0.44
54.	Urban Hedge,	0 1.00
55.	Harry C. Jordan,	0.38
56.	Leora Kennedy,	0.85
57.	Charles E. Kurtz, Jr.	0 .44
58.	Mary Page Kurtz,	0 .87
59.	Eva Lamb,	0.35
60.	Ed Maddox,	0.50
61.	Charles Martz,	0.45
62.	Arlie C. Morphew,	0.48
63.	W. R. Myers,	0.82
64.	Blanch Marshall,	0.68
65.	Maude Martz,	0.50
66.	Earnest McCloud,	0.57
67.	Sulda K. McCloud,	0.47
68.	Ada A. Mendenhall,	0.50
69.	Urban Mullen,	0.69
70	Walter Mitchell,	0 .44
71.	Goldie Morphew,	0.60
72.	Norma & Davis Miller,	0 .47

73.	Luther Neff,	$ 0.80
74.	Henry Neff,	0.88
75.	Katie Day Porter,	0.48
76.	Harry D. Pace,	0.42
77.	Eliza Page,	0.92
78.	Mary M. Page,	0.85
79.	W. T. Page,	0.72
80.	Grace Patrick,	0.49
81.	O. C. Perkins,	0.70
82.	Ransom Perkins,	0.50
83.	Ratta M. Pinkerton,	0.60
84.	Hold Plasters,	0.40
85.	Josephine Poer,	0.50
86.	Jerry Poer,	0.50
87.	Dorothy Ramsey,	0.50
88.	D. A. Ratliff,	0.85
89.	E. T. Ratliff,	0.75
90.	W. H. Robinson, Tr.	0.58
91.	Edna E. Russel, Tr.	0.60
92.	James A. Russell,	0.46
93.	Herman Robbins,	.74✓
94.	Clara Rose,	0.52
95.	Lucretia Robbinson,	1.00
96.	Sellers Brothers,	0.90
97.	Mrs. Hazel Sellers,	0.60
98.	H. H. Shirley,	0.36
99.	Mrs. F. M. Smith,	0.35
100.	May Rose Smith,	0.58
101.	Raymond Smith,	0.63
102.	Chas. A. Soots,	0.42
103.	O. T. Storm,	0.80
104.	Martha Strum,	1.15✓
105.	Howard Sheets,	.65✓
106.	Newell Soots,	0.40
107.	Aida Speers,	.75✓
108.	Nellie Storm,	0.45
109.	J. C. Thompson,	0.60
110.	R. B. Trent,	0.88
111.	Ola Trotter,	0.47
112.	Ruth Thompson,	0.87
113.	Wm. Tucker,	0.67
114.	D. E. Williams, Tr.	0.82
115.	Wildred Whitenack,	0.72
116.	M. W. Wickham,	0.73
117.	Roger Williams,	.70✓✓
118.	Wilbur Williams,	.70✓✓

119.	Henry Wilson, Admr.	$ 0.80
120.	Robert Wisehart,	0.67
121.	Katharine Wolf, Tr.	0.58
122.	Helen Wendling,	0.52
123.	Oscar Warrick,	12.07✓
124.	Mable Faddrell,	3.80
125.	Nancy J. Morphew,	1.45
126.	Arion Karlgard,	1.81
127.	Hazel M. Hopkins,	1.15
	Total	$ 99.21

25½ - Recvd of Walter E. Hadley 48 cts my share herein — Margaret Eggers
by Bernice Eggers

RECEIPTS

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22. Aug. 20-1931, Recd. 7/20 my share herein — Abigail Smith Durham
23. Feb. 24, 1934 Recd - 5 cents my share herein. — Bernice Eggers
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July 13, 1937. Recd. $.52 my share herein. Verne Fisher

Aug. 20-31, Recd. $.84 my share herein – Fred Hadley

Feb. 3-1940. Recd my share herein. Josephine Pace Stephens

Sept. 2-1931 -- Recd. my share herein. – Herman Robbins & W. F. Robbins

Feb. 15-1940. Recd. $.80 my share herein. D. T. Storm

June 4-1932 Recd. $1.15 my share herein – Martha Storm (Watkins) by A. M. Watkins

Nov. 14-1931. Recd $.65 my share herein. – Howard Sheets.

Nov. 1931 - Recd. $.75 my share herein. – Lida Spears by Grant Spears

Jan. 29-1940. Recd .45¢ my share herein. - Nellie Storm Beagley

Aug. 1-1931, Recd. $.70 my share herein – Roger Williams by Urban Williams

Aug. 1-1931, Recd. $.70 my share herein – Wilbur Williams by Urban Williams

Jan. 9-1932. Recd $2.07 my share herein. Oscar Harrison by W. P. Hendrix

And court adjourned until 9:00 o'clock A.M., Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, July 2nd, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

IN THE MATTER OF THE PETITION)
OF CHARLES E. McLANE, ET AL.) # 12917
DRAIN.)

Comes now the construction commissioner, by counsel, and files his final report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises, now approves the same.

And now said commissioner is discharged from his bond and trust herein.

THE STATE OF INDIANA)
VS) # 7037
HARVEY HICKS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore,considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7051
ALVA NEFF)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7077
WOODROW OGDEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
)
VS) # 7081
)
CHARLES RAY)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7086
HAROLD PHILLIPS.)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.). Charles V. Sears

Charles V. Sears Special Judge.

THE STATE OF INDIANA)
VS) # 7100
CLYDE RUARK)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.):

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7107
CHARLES HEDGE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7130
ARTHUR BAIRD)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7129
WILLIAM BAIRD)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7137
WILLIAM AUSTIN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7154
THOMAS JOYCE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Thomson, Judge.

Friday Morning, June 3rd, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

IN THE MATTER OF THE PETITION)
OF ARTHUR E. ROSEBOOM, ET AL,) # 12227
EXPARTE DRAIN.)

Come now the parties, by counsel, and by reason of having been of counsel, the regular Judge does now disqualify himself, and by agreement of said parties, Honorable Charles V. Sears, a practicing attorney at this bar, is selected as special judge, and the Court now appoints said Charles V. Sears special judge, who now comes and accepts said appointment and qualifies and assumes jurisdiction in said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1931

In the matter of the Petition of Arthur E. Roseboom, et al; Ex Parte Drain } No. 12227

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Charles V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

July 3 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Charles V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of In the matter of the Petition of Arthur E. Roseboom, et al, Ex Parte Drain, so help me God.

Charles V. Sears

Subscribed and sworn to this 3th day of July 1931 before me, Clerk of said Court

(SEAL) Frank Tucker, Clerk.

Clerk Hendricks Circuit Court.

HORACE L. HANNA, REC.)
VS) # 12734
WILLIAM RANDOLPH COX,)
ET AL.)

Come now the parties, by counsel, and the defendants file answer, which answer is in the words and figures following, to-wit: (H.I.).

This cause now being at issue, the same is now submitted to the Court for trial, finding and judgment without the intervention of a jury.

Before the introduction of any evidence in this case, the defendants severally request the Court to find the facts specially and to state its conclusions of law thereon, which request is in the words and figures following, to-wit: (H.I.).

Evidence is heard, and this cause is continued for special finding of facts.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Stevenson, Judge.

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(N O C O U R T)

Monday Morning, July 6th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 6066
OTTIE C. PERKINS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle proseque in this cause, which motion is in the words and figures following, to-wit: (H.I.).

The Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

WAYNE P. HUGHES)
VS) # 13158
J. CLIFFORD REEDER)

Comes now the plaintiff, by counsel, and the Court sustains said demurrer, to which ruling of the Court the plaintiff duly excepts.

NICKEL PLATE LUMBER CO.)
VS) # 13154
F. D. JACKS, ET AL.)

Comes now the defendant, by counsel, and motion to make complaint more specific is now over-ruled, to which ruling of the Court the defendant duly excepts.

ARTHUR W. RUSIE)
VS) # 13194
E. E. YORK, TRUSTEE)

Comes now the plaintiff, by counsel, and the Court does now sustain said defendant's demurrer, to which ruling of the Court the plaintiff duly excepts.

HENRY H. UNDERWOOD)
VS) # 13277
A. EMMETT BLY, ET AL)

Come now the defendants, Continental National Bank and the Indiana National Bank, by counsel, and file answer, which answer is in the words and figures following, to-wit: (H.I.).

CLARA A. MITCHELL)
VS) # 13252
NANCY J. CUMMINGS)
IDA M. DOUGHTY)

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

GAIL H. VAUGHN)
VS) # 12240. Judgt. vs Deft. for $7.00 per week.
DELBERT VAUGHN) J. D. 15, Page 255.

Come now the parties, by counsel, and the Court being fully advised and informed in the premises, does now find that the order heretofore made for the support of the children of the defendant should be modified, ordering the said defendant to pay the sum of $7.00 per week for the support of said children, the remainder of said order should remain as heretofore made.

It is, therefore, considered, ordered and adjudged by the Court that the decree of the Court heretofore made in this cause be and the same is hereby modified so as to conform to the findings of the Court herein made at this time.

It is further ordered and adjudged by the Court that the defendant, Delbert Vaughn, pay to the Clerk of the Hendricks Circuit Court the sum of $7.00 per week for the support of said children, the remainder of said order to remain as heretofore made.

KENNETH H. MALES)
AND MARY E. MALES)
VS) # 13325
LESSIE RELANDER,)
ET AL.)

Comes now the plaintiffs by John W. Trotter, their Attorney, and pray the Court for an order to the Clerk of the Hendricks Circuit to have non-resident notice published according to statute herein provided, to all the non-resident defendants named therein with a complete description of the Real Estate described in the complaint in said cause herein.

And the Court having examined said complaint herein orders said non-resident notice to be given by publication as directed by Statute herein provided, which notice is hereby filed together with a copy of the same.

ESTHER BRILL)
VS) # 13065
GREENE BAUM SONS)
INVESTMENT COMPANY)

Come now the parties, by counsel, and the Court over-rules motion for new trial, to which ruling of the Court the plaintiff duly excepts.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. The Court being duly advised, does now grant said appeal, and the plaintiff is given sixty days in which to file bond in the sum of $500.00 and bill of exceptions.

MARY STANFORD)
VS) # 13126
ROBERT L. FITCH)
HARRY M. HICKS)

Come now the parties, by counsel, and the Court over-rules motion for new trial, to which ruling of the Court the plaintiff duly excepts.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. The Court being duly advised, does now grant said appeal, and the plaintiff is given sixty days in which to file bond and bill of exceptions.

CHARLES M. CLARK)
VS) # 13164 Judgt. vs Pltf. for Costs.
GEORGE AND ANNIE) J. D. 15, Page 255.
CLODFELTER)

Come now the parties, by counsel, and the Court does now render judgment on said verdict.

It is, therefore, considered and adjudged by the Court, that the plaintiff, Charles M. Clark take nothing by his cause of action, herein, and that he pay the costs of this action, taxed at _____dollars and _____cents.

MICHAEL A. LOCKE)
VS) # 13172 Judgt. vs Pltf. for Costs.
EUGENE B. MUMFORD) J. D. 15, Page 256.

Come now the parties, by counsel, and the Court does now render judgment on said verdict.

It is, therefore, considered, adjudged and decreed by the Court, that the plaintiff, Michael A. Locke, take nothing herein and that he pay the costs of this action, taxed at _____dollars and _____cents.

WILLIAM COLLINS BY)
HIS NEXT FRIEND)
WALTER A. COLLINS)
VS) # 13189 Judgt. vs Deft. for $900.00 and Costs.
GEM COAL COMPANY) J. D. 15, Page 256.

Come now the parties, by counsel, and the Court does now render judgment on said verdict.

It is, therefore, considered, adjudged and decreed by the Court, that the plaintiff, William Collins, by his next friend Walter A. Collins, have and recover of and from the defendant, Gem Coal Company, the sum of $900.00, together with the costs of this action, taxed at _____dollars and _____cents.

MAYME COX)
VS)# 13178 Judgt. vs Deft. for $400.00 and Costs.
CHARLES M. COX) J. D. 15, Page 256.

Come now again the parties, by counsel, and the Court being duly advised, finds for the plaintiff, and that there should be due the plaintiff from the defendant,

the sum of $400.00 on account, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Charles M. Cox, the sum of $400.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

GEORGE CHITTENDEN, BY)
JESSE CHITTENDEN HIS)
NEXT FRIEND.)
VS) # 13242 Judgt. vs Deft. for $89.00 and Costs.
HENRY ZERR) J. D. 15, Page 256.

Come now again the parties, by counsel, and the Court being duly advised, does now find for the plaintiff, and that there should be due the plaintiff from the defendant on the account sued upon the sum of $89.00, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Henry Zerr, the sum of $89.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

JOSEPH BLY, ET AL.) Decree of Court Quieting Title.
VS) # 13289 Judgt. vs Pltfs. for Costs.
HENRY UNDERWOOD, ET AL.) J. D. 15, Page 257.

Come now the plaintiffs in the above entitled cause and show the Court the various summonses issued in said cause to the several defendants herein together with the endorsements of the several sheriffs thereon to whom such summonses were respectively issued, all of which summonses together with the endorsements are in words and figures as follows towit (H.I.), whereby it appears that all of the defendants were duly served with such summonses more than 10 days prior to the day set for the hearing of this cause of action.

And now the plaintiffs dismiss their said Cause of action against the defendants, Henry H. Underwood, Otis E. Gulley, executor of the last will and testament of Alfred W. Carter, deceased, Mattie Vaught, Mabelle Seaton, Guy Seaton, Belmont State Bank, Simeon Meyers, Daisy Ellen Copeland, Sarah M. Stout, Frank Anderson.

The defendants The Indiana National Bank of Indianapolis, Ind. The Continental National Bank of Indianapolis, Indiana, file answer.

And the defendants, The Hubbard Scearce Lumber Company, Benjamin W. Anderson, Ernest Newlin, Shirley Ader, Tressie Ader, Cassius M. Wright, Jacob Ader, The Washington Bank & Trust Company of Indianapolis, Ind. Helen Stewart, May Anderson, The Eagle Investment Company, Okel Voorhees, failing to appear and answer said complaint are each, three times loudly called in open Court, by the sheriff of said County, by order of the Court but fail to appear and wholly make default herein.

Whereupon this cause is submitted to the Court, for trial, finding and decree, without the intervention of the jury, and the court upon hearing the evidence, the argument of counsel and being fully advised, finds for the plaintiffs herein. That the allegations as set forth in their complaint are true and ought to be

granted as therein prayed for.

That the plaintiffs, Joseph Bly and Lydia Ann Bly are husband and wife and are the owners as tenants by entirety of an undivided one-half interest in the real estate as set forth in their complaint as follows:

Beginning at the southwest corner of lot number six in Block number two in the Original Town of Plainfield, Hendricks County Indiana, thence running north on the west line of said lot six, eighty-six (86) feet, thence east parallel with the north side of Main Street 20 feet, thence south to a point 20 feet east of the beginning point eighty six (86) feet, thence west on the north line of said Main Street to the place of beginning.

The Court further finds the plaintiffs, A. Emmett Bly and Louisa Juanita Bly, are husband and wife and the owners, as tenants by entirety of the remaining undivided one-half interest of the said above described real estate.

The Court further finds the defendants The Indiana National Bank, Indianapolis, Indiana, The Continental National Bank, Indianapolis, Indiana, The Hubbard Scearce Lumber Company, Benjamin W. Anderson, Ernest Newlin, Tressie Ader, Shirley Ader, Helen Stewart, May Anderson, Jacob Ader, Cassius M. Wright, Washington Bank & Trust Company, Eagle Investment Company, Okel Vorhees, have no right, title or interest in and to said real estate of any kind or character and their claim thereto are unjust and unfounded and without right and are a cloud upon the title of the plaintiffs' in and to said real estate and that the plaintiffs are entitled to have their title quieted and forever set at rest as against said defendants and against any and all persons claiming, by through or under them.

It is therefore ordered, adjudged and decreed by the Court, that the plaintiffs, Joseph Bly and Lydia Ann Bly are the owners in fee-simple of an undivided one-half interest in the above described real estate as tenants by entirety, and the plaintiffs A. Emmett Bly and Louisa Juanita Bly, husband and wife are the owners in fee-simple are the owners of the remaining undivided one-half of said real estate as tenants by entirety.

It is further ordered, adjudged and decreed by the Court, that their title in, and to said real estate be quieted and forever set at rest as against the said defendants herein towit:-The Indiana National Bank of Indianapolis, Indiana, The Continental National Bank, of Indianapolis, Indiana, The Hubbard Scearce Lumber Company, Benjamin W. Anderson, Ernest Newlin, Shirley Ader, Tressie Ader, Cassius M. Wright, Jacob Ader, The Washington Bank & Trust Company of Indianapolis, Indiana, Helen Stewart, May Anderson, Eagle Investment Company and Okel Voorhees, and against any person or persons whatsoever, claiming any title in and to said real estate, by through or under them, all of which is ordered, adjudged by this Court, at the cost of the plaintiffs.

It is further ordered, adjudged and decreed by the Court, that the plaintiffs, Joseph Bly, Lydia Ann Bly, A. Emmet Bly and Louisa Juanita Bly, pay the costs of this action, taxed at _____ dollars and _____ cents.

DELIA CLEVENGER)
VS) # 12580
FRED H. CLEVENGER)

Come now the parties, by counsel, and the petition to modify the decree is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence,does nowtake said cause under advisement.

FRANK E. GATES)
VS) # 12890
RUSSEL V. FITCH)

Come now the parties, by counsel, and the Court does now over-rule motion for new trial, which ruling of the Court the defendant duly excepts.

And now the defendant prays an appeal to the Appellate Court of Indiana, and the Court being duly advised, does now grant said appeal on filing of bond in the penal sum of $3000.00. The Court now grants the defendant thirty days in which to file bond and sixty days in which to file bill of exceptions.

And now the defendant suggests The United States Fidelity & Guaranty Company as surety on said bond, which surety the Court does now approve.

BURR HINTON, ADMINISTRATOR.)
VS) # 13244
MASON BRYANT)
WILLIAM JEAN BRYANT)

Come now the parties, by counsel, and by reason of having been of counsel, the regular Judge does now disqualify himself, and the parties in open Court now agree upon the appointment of Honorable Fred. C. Gause a practicing attorney, to set as special judge. And the Court now appoints said Honorable Fred C. Gause, special judge who now comes and accepts said appointment and qualifies as such special judge and assumes jurisdiction of this cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1931

Burr Hinton, Admr. etc.,
AGAINST) No. 13244
Mason Bryant, et al.

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Fred C. Gause, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

July 6 1931 Judge Hendricks Circuit Court.

State of Indiana, County of Hendricks, Sct:

I, Fred C. Gause, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Burr Hinton, Admr., etc. against Mason Bryant, et al., so help

me God.

Fred C. Gause

Subscribed and sworn to this 6th day of July 1931 before me, Clerk of said Court.

(SEAL)

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

BURR HINTON, ADMINISTRATOR.)
VS) # 13244
MASON BRYANT)
WILLIAM JEAN BRYANT)

Come now the parties, by counsel, and the defendant, Mason Bryant, files answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

Minority of William Jean Bryant suggested and the Court being duly advised, does now appoint Edgar M. Blessing as Guardian ad litem of said defendant.

Said guardian ad litem does now file answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

Burr Hinton, Administrator, files reply in general denial to second paragraph of answer of defendant, Mason Bryant, which reply is in the words and figures following, to-wit: (H.I.). Said plaintiff also files reply in general denial to second paragraph of answer of said guardian ad litem, which reply is in the words and figures following, to-wit: (H.I.).

This cause now being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the evidence in this case having been heard and completed, this cause is now taken under advisement.

Fred C Gause

Fred. C. Gause, Special Judge.

TRONNIE ISENHOWER)
VS)13198 Judgt. vs Pltf. for $5.00 per week.
JOSEPHA ISENHOWER) J. D. 15, Page 257.

Comes now the plaintiff, Tronnie Isenhower, by his counsel, Kivett and Kivett, and the Defendant, Josepha Isenhower, by her attorneys, Edgar Blessing and William G. Bray, and it appearing to the Court that the defendant has been duly served with process more than ten days before before the first day of the present term of court;

And this cause being at issue, 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 plaintiff's complaint are true and that he is entitled to a decree of divorce from said defendant on the grounds therein alleged.

And the Court further finds the said plaintiff is a suitable and proper person to have the care, custody and control of a minor child, Joan Isenhower and that the defendant, Josepha Isenhower is a suitable and proper person to have the care,

custody and control of a minor child, Tronette Isenhower and that the defendant, Josepha Isenhower, is entitled to an allowance of $5.00 per week from the plaintiff, Tronnie Isenhower for the support of the said Tronette Isenhower.

It is therefore considered and adjudged by the Court that the bonds of matrimony now existing between plaintiff and defendant herein be, and they are hereby, dissolved and that said plaintiff is hereby granted a divorce from said defendant.

It is further considered and ordered by the Court that the plaintiff, Tronnie Isenhower, have the care, custody and control of the said Joan Isenhower, and that the defendant, Josepha Isenhower, have the care, custody and control of the said Tronette Isenhower and it is further ordered that the said plaintiff, Tronnie Isenhower pay unto the clerk of this court each week the sum of $5.00 which is to be given the said defendant, Josepha Isenhower for the care and support of the said Tronette Isenhower.

It is further found by the Court that there is still due this defendant the sum of $40.00 to be used by her in procuring the services of attorneys for her defense which was previously ordered by this Court, before the date of the trial.

It is further ordered and adjudged by this court that said plaintiff be given additional sixty days in which to pay the said sum of $40.00 to this defendant.

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

NETTIE B. HELMS)
VS) # 12960
LAFAYETTE A. JACKSON, ETC.)

Come now the parties, by counsel, and the Court does now over-rule defendant's motion for new trial, to which ruling of the Court said defendant excepts.

And now the defendant prays an appeal to the Appellate Court of Indiana. The Court being duly advised, does now grant said appeal, and the defendant is given sixty days to file bond in penal sum of $1500.00 and bill of exceptions. And the defendant now suggests Samuel Ashby as surety on bond, which surety the Court now approves.

GERALDINE SUMMERS)
VS) # 13161 Judgt. vs Pltf. for Costs.
WILLIAM SUMMERS) J. D. 15, Page 257.

Come now again the plaintiff, by counsel, and the Court being duly advised finds for the plaintiff and that the allegations of her complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged; all at the cost of the plaintiff.

It is, therefore, considered and adjudged and decreed by the Court that the bond of matrimony heretofore existing between Geraldine Summers and William Summers be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

It is further ordered and considered by the Court that the plaintiff, Geraldine Summers pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

CLARENCE M. SIMMONS)
VS) # 13165 Judgt. VS Pltf. for Costs.
THELMA M. SIMMONS) J. D. 15, Page 258.

Come now the plaintiff, by counsel, and upon his motion is this is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiff is hereby ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

THE STATE OF INDIANA)
VS) # 7086
HAROLD PHILLIPS)

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

Charles V. Sears

Charles V. Sears Special Judge.

GENERAL COURT ALLOWANCES FOR THE MAY TERM, 1931.

Leonard R. Christie, Bailiff	$ 135.00
Frank Tucker, Clerk	108.00
Lewis L. Pounds, Sheriff	108.00
Frances Hiatt, Court Reporter	250.00
Charles V. Sears, Special Judge.	50.00
John T. Hume, Special Judge	20.00
Horace L. Hanna, Special Judge	60.00
Alvin Hall	25.00
Lawyers Co-operative Publishing Company	15.00
The Bobbs-Merrill Company	10.00
Petit Jury:	
John M. Stout	91.00
John C. Hill,	98.80
Harry Foster	98.80
F. M. Norman	93.60
Kenneth Smith	92.00
Walter Barlow	104.00
James S. Ryan	91.00
Elmer Kennedy	84.00
Lowell Franklin	104.00
Ira Fisher	84.00
Fred Dickerson	92.40

Patrick K. Dugan		$ 105.40
Buell Jeffries		75.80
Walter Oldham		51.80
Emerson Rushton		22.20
Carl Tucker		38.70
Urban Lawson		25.40
Anson Kellem		32.90
Edward Baumer		9.60
Herman Rains		4.00
Macy J. Montgomery		3.70
Ennis Huchins		4.00
Loren Gentry		4.40
Chas. S. West		4.30
Green Tea Caf'e, 13 Meals at 50¢ per meal		6.50
J. M. Housman, 13 Meals at 50¢ per meal		6.50
East Side Restaurant, 39 Meals at 50¢ per meal	19.50	
East Side Restaurant, 13 Lunches at 15¢ each	1.95 Total	21.45
E. D. Crawley, 13 Meals at 50¢ per meal		6.50
T O T A L .		$ 2,237.75

ORA COCHERELL)
ERNEST WALTER, TRAIDING)
AS COCHERELL & WALTER)
VS) # 12953
JOHN G. McCORD)

Comes now said Otis E. Gulley, herein, and accepts said appointment and qualifies as such Judge and assumes jurisdiction of said action.

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana, May Term , 1931.

Ora Cocherell & Ernest)
Walter, Trading as)
Cocherell & Walter)
AGAINST) No. 12953
John G. McCord)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Otis E. Gulley, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Judge Hendricks Circuit Court.

July 6 1931

The State of Indiana, County of Hendricks, Sct:

I, Otis E. Gulley, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Cocherell & Walter against John G. McCord, so help me God.

Otis E. Gulley

Subscribed and sworn to this 6" day of July 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

Ordered by the Court that all causes buth Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present term of Court be continued to the September Term, 1931, of said Court.

And Court adjourned until Court in course,

Record read and signed in open Court.

A. J. Stevenson, Judge.

BE IT REMEMBERED, That on the 16th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court of Hendricks County, Indiana, before the Honorable A. J. Stevenson, sole Judge thereof, the following proceedings were had, to-wit:

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMPANY)

Comes now the defendant, in the above entitled cause, this 16th day of July, 1931, and files in the Clerk's office the long hand transcript of all of the evidence in the above entitled cause as certified to by Frances Hiatt, the official Court Reporter of the Hendricks Circuit Court, and which long hand transcript is in the words and figures as follows, to-wit: (H.I.)

And afterwards, on the same day, the defendant presents to the Honorable A. J. Stevenson, in chambers, it's bill of exceptions containing the evidence and rulings relating thereto made in the course of the trial and asks that the same be examined and signed by the Judge and filed as a part of the record herein.

And the Judge being duly advised in the premises and having examined said bill of exceptions, the same is now signed by the Judge and filed as a part of the record herein in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 16th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court of Hendricks County, Indiana, before the Honorable A. J. Stevenson, sole Judge thereof, the following proceedings were had, to-wit:

EVA FORD)
VS) # 13123
INTERSTATE PUBLIC)
SERVICE COMPANY)

To: The Clerk of the Hendricks Circuit Court, Hendricks County, State of Indiana.

You are hereby directed to prepare a transcript of the entire record for an appeal to the Appellate Court of Indiana in cause No. 13123 in the said Hendricks Circuit Court of said county and state entitled Eva Ford vs Interstate Public Service Company, in which final judgment was rendered on the 19th day of February, 1931, including all papers and entries, except that the clerk will not transcribe the Bill of Exceptions containing the evidence in this cause but will insert the original bill of exceptions containing said evidence instead of a copy thereof.

Otis E. Gulley
Edgar M. Blessing
Attorneys for Defendant

Attest: Frank Tucker, Clerk.

MADGE P. HOADLEY)
VS) # 12762
ABRAM HOADLEY)

BE IT REMEMBERED, That on the 16th day of July, 1931, the plaintiff in the above entitled cause by Carl Humble and Edgar M. Blessing, her attorneys, filed

in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for new trial in the above entitled cause and the Clerk of said court at the time of the filing thereof noted the filing of the same on his entry docket together with the date thereof and affixed his initials thereto, which motion for new trial is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

WILLIAM COLLINS, BY HIS NEXT)
FRIEND WALTER A. COLLINS)
VS) # 13189
GEM COAL COMPANY)

BE IT REMEMBERED, That on the 16th day of July, 1931, the defendant in the above entitled cause by Edgar M. Bessing and Bingham, Mendenhall & Bingham his attorney, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for new trial in the above entitled cause and the Clerk of said Court at the time of the filing thereof noted the filing of the same on his entry docket together with the date thereof and affixed his initials thereto, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

HARVEY H. HAMBLE)
VS) # 13261
HENRY F. BRANDT, ET AL)

BE IT REMEMBERED, That on the 17th day of July, 1931, the plaintiff in the above entitled cause by Oscar F. Smith, Karabell Lipman & Powell and Clark & Kahl, his attorneys, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for new trial in the above entitled cause and the Clerk of said Court at the time of the filing thereof noted the filing of the same on his entry docket together with the date thereof and affixed his initials thereto, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 17th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, to-wit:

OPAL VERA MILHON)
VS) # 13333
HENRY BOWEN)
FIRST NATIONAL BANK)
OF COATESVILLE, INDIANA)

Comes now the plaintiff, by counsel, and files motion to dismiss this case in vacation, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 22nd day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7161 Judgt. vs Deft. for $25.00 fine and costs.
HENRY WILSON) J. D. 15, Page 258.

Comes now the State of Indiana by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person and by counsel, and the defendant being duly arraigned before the Judge in Vacation, says that he is guilty of the crime of forgery, as charged in the affidavit.

Whereupon the Court fixes as a punishment of the defendant, a fine in the sum of $25.00, and that he should be committed to the Board of Trustees of the Indiana Reformatory for a period of not less than two years nor more than fourteen years, and that he should pay the costs of this action.

It is, therefore, adjudged and decreed by the Court that the defendant, Henry Wilson, for the offence by him committed be and he is hereby ordered to make and pay his fine to the State of Indiana in the penal sum of $25.00, and that he be and he is committed to the Board of Trustees of the Indiana Reformatory for a period of not less than two years nor more than fourteen years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Henry Wilson be permitted to go at liberty on probation so long as he behaves well.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 24th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

BERGEN LA GRANGE)
VS) # 13340
DANVILLE SOUTH)
CEMETERY, A CORP.,)
ET AL.)

Comes now the plaintiff in person and by counsel, and it appearing to the Court that a receiver is demanded in said petition and that the defendant was notified of the time fixed for hearing said petition for the appointment of a receiver on July 18th, 1931, by the Clerk of this Court, and now Thad S. Adams, President of the defendant company objects to any action being taken because said notice of the time and place of hearing was not in writing .

The Court being sufficiently advised, does not over-rule said objections, to which ruling of the Court the defendant excepts.

After hearing a part of the evidence, this cause is continued until July 27th, 1931, at 9:00 o'clock A. M.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 27th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

BERGEN LA GRANGE)
VS) # 13340
DANVILLE SOUTH CEMETERY,)
a Corporation,)
THE DANVILLE TRUST COMPANY of)
DANVILLE, INDIANA, TRUSTEE.)

Come now the parties, by counsel, and the Court having heard the evidence and being duly advised in the premises finds for the plaintiff upon his application for the appointment of a Receiver and that the allegations of the plaintiff's complaint are true and that the defendant Danville South Cemetery, a corporation, is in imminent danger of insolvency and that a Receiver should be appointed for the same.

It is therefore ordered, adjudged and decreed by the Court that Daniel F. Roberts be and he is hereby appointed Receiver in the above entitled cause of the defendant Danville South Cemetery, a corporation, to receive and take charge of the property, assets, real estate, accounts, notes, bills receivable, choses in action and all property of any and every kind, character and description, wherever the same may be located or found and to reduce the same to possession and to collect all outstanding accounts, bills receivable, choses in action or other evidence of indebtedness and to bring suit to recover the same in his own name as Receiver, to pay the debts of said defendant corporation so far as he may realize upon the assets thereof.

It is further ordered by the Court, that said Receiver take charge of said property and assets of said Danville South Cemetery, a corporation, and that he operate, manage and conduct the said business of said Danville South Cemetery until the further order of this Court and report his proceedings in the premises.

It is further ordered by the Court that before entering upon the discharge of his duties of said trust, the said Receiver shall execute his bond payable to the State of Indiana in the penal sum of Five Hundred Dollars ($500.00) with Edgar M. Blessing, Otis E. Gulley and Robert Hollowell, Jr. as Sureties thereon, which sureties are approved by the Court, which bond shall be conditioned for the faithful discharge of his duties as such Receiver and that he thereupon take an oath faithfully to perform his duties as such Receiver.

And comes now Daniel F. Roberts and tenders and presents his bond duly conditioned for the faithful discharge of his duties as such Receiver with the sureties heretofore named and approved by the Court thereon, which bond is now approved by the Court and filed with the Clerk of this Court and is in the words and figures as follows, to-wit: (Here Insert).

And now the said Daniel F. Roberts duly makes oath to faithfully perform his duties as such Receiver, which oath so taken by the said Daniel F. Roberts is in the words and figures as follows, to-wit: (Here Insert).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 30th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein:

A. EMMETT BLY, ET AL)
VS) # 13294
MAYBELLE SEATON, ET AL)

Comes now the plaintiff, by counsel, and files motion to dismiss this case in vacation, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 30th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7172
GLENN THOMPSON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and he being duly arraigned before the Judge of the Court in Vacation, for his plea says that he is not guilty.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 30th day of July, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7173
SAM DUNN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and he being duly arraigned before the Judge of the Court in Vacation, for his plea says that he is not guilty.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7172 Judgt. vs Deft. for $10.00 and Costs.
GLENN THOMPSON) J. D. 15, Page 258.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, and said defendant asks permission to withdraw his plea of not guilty. And the Court being duly advised, does now grant said permission, and now the defendant enters his plea of guilty to said charge.

Whereupon the Court fixes as a punishment of the defendant, a fine in the sum of $10.00; and that he should stand committed to the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than five years, and that he should pay and satisfy the costs of this action or stand committed until the same are stayed or paid.

It is, therefore, adjudged and decreed by the Court that the defendant, Glenn Thompson, for the offense committed do make his fine in the penal sum of $10.00, and that he stand committed to the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than five years, and that he pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents, or stand committed until the same are stayed or paid.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he should hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Glenn Thompson be permitted to go at liberty on probation so long as he behaves well.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

THE STATE OF INDIANA)

VS) # 7173 Judgt. vs Deft. for $10.00 Fine and Costs.

SAM DUNN) J. D. 15, Page 259.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person and asks permission to withdraw his plea of not guilty and enter a plea of guilty.

The Court being duly advised, does now grant said permission, and defendant now for his plea says that he is guilty of the offense charged.

Whereupon, the Court fixes as a punishment of the defendant, a fine to the State of Indiana in the penal sum of $10.00 and that he should be committed to the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than five years, and that he should pay the costs of this action, or stand committed until said costs are staid or paid.

It is, therefore, adjudged and decreed by the Court that the defendant, Sam Dunn, for the offense committed do make his fine in the penal sum of $10.00 and that he stand committed to the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than five years, and that he pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents, or stand committed until the same are stayed or paid.

The Court further finds that by reason of the character of said defendant and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he should hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Sam Dunn, be permitted to go at liberty on probation so long as he behaves well.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

THE STATE OF INDIANA)

VS) # 7174

CLARA DOUGLAS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in her own proper person, and the defendant being duly arraigned before the Judge in vacation for her plea says that she is not guilty.

Bond fixed at $2000.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, before the Honorable Judge thereof:

THE STATE OF INDIANA)

VS) # 7021

)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and upon his motion bench warrant ordered issued to the Sheriff of Orange County, Indiana, for the defendant.

Attest: Frank Tucker, Clerk.

Report of the Drainage Commissioners in the Charles McLane Drain omitted in Civil Order Book 79 , page 496, is as follows, to-wit:

IN THE HENDRICKS CIRCUIT COURT

MAY TERM, 1931.

STATE OF INDIANA)
(SS:
HENDRICKS COUNTY)

In the Matter of the Petition
for the Repair and Improvement CAUSE NO. 12917
of the CHARLES McCLANE Drain in
Marion Township.

REPORT OF DRAINAGE COMMISSIONERS

Comes now the Drainage Commissioners, hereto undersigned, to whom was referred the petition in the above entitled cause, and for their report herein respectfully represent and show to the court, that pursuant to the order of the court, all were duly and legally qualified to act as such Drainage Commissioners in this said cause. That thereupon, and pursuant to said order of the court, referring said report to said Commissioners, the Clerk of the Court delivered to the undersigned a certified duplicate copy of the order of the court, referring said petition to said Commissioners. That thereupon, and pursuant to said order, the undersigned proceeded to and did make personal inspection of the lands described in the petition and of all other lands, highways, easements and real estate likely to be effected by the proposed work; and to consider and determine, and did determine whether the drainage proposed is practicable; whether, when accomplished, it will improve the public health or benefit any public

highways of the County of Hendricks, State of Indiana, or a street of a city or town, or be of public utility; whether the costs, damages and expense of effecting the drainage will be less than the benefits to the owners of lands likely to be benefited by the proposed drainage.

That, after said Drainage Commissioners made a careful and thorough personal inspection of the lands described in said petition, and of all lands likely to be effected by the proposed work, they find, that the drainage and drain is practicable, that when accomplished it will benefit the highways of said County, State of Indiana, hereinafter described, and will be of great public utility; that the costs, damages and expenses of effecting the proposed drainage will be far less than the benefits to the owners of the lands likely to be benefited by the proposed drainage.

That the undersigned Drainage Commissioners having found all of the said inquiries in the affirmative, proceeded to and did definitely determine the best and cheapest method of drainage, and the terminus and route, location and character of said proposed work, and fixed the same by metes and bounds, courses and distances, including grades and bench marks, estimated the costs thereof, divided the ditch or drain into sections, not more than one hundred (100) feet in length, and computed and set out the number of cubic yards of excavation in each section assessed; the benefits and damages as the case may be, to each separate tract of land to be effected thereby, and to the easements held by railways or other public or private corporations, including any lands, rights, easements or water power, injuriously or beneficially effected by said drainage, drain or ditch.

And said Drainage Commissioners hereby further respectfully report and show the court, under their oaths and pursuant to the order of the court heretofore made in the above entitled cause, that they have definitely determined that the best and cheapest route, terminus and location of a ditch or drain to secure the drainage, as in said petition, petitioned for, is along and over the route described in metes and bounds, courses and distances, and described as follows, to-wit:-

Commencing at a point on the North line of Section 34, Township 16 North of Range Two (2) West, which is 2,061 feet West of center on the North of the Northeast Quarter (NE¼) of said Section. Said beginning point being at Station 0400 on said drain.

From said beginning point running thence South 30 degrees and 55 minutes East, a distance of 450 feet.

Thence running South 13 degrees East, a distance of 550 feet.

Thence running South 34 degrees and 20 minutes East, a distance of 340 feet.

Thence running South 84 degrees and 20 minutes East, a distance of 520 feet.

Thence running South 47 degrees and 10 minutes East, a distance of 540 feet to Station 2440 on said drain, said station being the beginning point of this proposed improvement.

Thence following generally the course of the now existing drain, as follows:

From said last named point at Station 2440 run South 47 degrees and 10 minutes East, a distance of 220 feet.

Thence run South 13 degrees West, a distance of 640 feet.

Thence run South 13 degrees and 57 minutes East, a distance of 232 feet.

Thence run South 15 degrees and 27 minutes East, a distance of 290 feet.

Thence run South 22 degrees and 27 minutes East, a distance of 218 feet.

Thence run South 24 degrees and 40 minutes East, a distance of 225 feet.

Thence run South 33 degrees and 10 minutes East, a distance of 208 feet.

Thence run South 46 degrees and 20 minutes East, a distance of 492 feet.

Thence run South 76 degrees and 29 minutes East, a distance of 275 feet.

Thence run South 56 degrees and 38 minutes East, a distance of 280 feet.

Thence run South 69 degrees and 38 minutes East, a distance of 180 feet.

Thence run South 32 degrees and 13 minutes East, a distance of 215 feet.

Thence run South 24 degrees and 54 minutes East, a distance of 365 feet.

Thence run South 0 degrees and 08 minutes West, a distance of 535 feet to the North edge of a road running East and West on the South line of Section 34, Township 16 North of Range Two (2) West, said point being at Station 67+75 on said drain. Said point also being the upper terminus of the open portion of said drain, as now established.

From said last named point following the course of the now existing tiled portion of said drain, as follows:-

From said Station 67-75, running thence South 46 degrees and 32 minutes East, a distance of 325 feet.

Thence running South, a distance of 1000 feet.

Thence running South 2 degrees and 56 minutes East, a distance of 200 feet.

Thence running South 1 degree and 14 minutes, East, a distance of 758 feet.

Thence running South, a distance of 1567 feet. to Station 106-25, and the upper terminus of said drain, as now established.

Said Drain Commissioners further respectfully represent and show that they estimate the entire costs and expense of said drainage in the sum of Two thousand nine hundred one and 32/100 Dollars, and that the benefits accruing to the lands and to owners thereof effected thereby will be greatly in excess of this said sum.

Said Drainage Commissioners would respectfully show that they prepare a plan and profile and table of dimensions, marked Exhibit "A" showing the grade line, the fall of grade, the elevation of the various grade breaks, the location thereof, the location and elevation of the various bench marks, the division into stations of one hundred (100) feet or less; the cubic yards of excavation in each station; the surface profile, the profile of the present bottom of the old open drain, and the elevation of the present tile drain; the various cutt-offs, the actual cross sections at various points.

Said Drainage Commissioners further respectfully report and show the court that the estimated total costs and expense, as heretofore set forth, is hereby equitably apportioned among the separate tracts and parcels of land to be effected thereby , and to easements held by railways, and other corporations, including streets, alleys, avenues, highways, easements and water rights, and all real property of every nature and description, injuriously and beneficially effected, all of which is hereinafter described and set out in a schedule of assessments, marked Exhibit "B", showing said tracts in forty (40) acres or less, the description and location of each tract, the number of acres

in each tract benefited, and the assessment levied against each tract, as it proportionate equitable part of the total costs and expense heretofore set forth herein; that each of said tracts or parcels of lands described in said schedule marked Exhibit "B" will be benefited by the construction of said drain to an extent and amount equal to or greater than the amount assessed to them and each of them.

Said Drainage Commissioners would further respectfully represent and show the court, that at least fifty (50) feet from the center of said drain, and on each side thereof, will be needed and should be dedicated and set apart for the Contractor in the construction of said work, as a right-of-way, and that no damage will be incurred to growing crops, in said space of right-of-way, and we respectfully recommend that the same be done.

Said Drainage Commissioners would further report and show the court, that the work herein proposed to be executed, consists of a Main Drain to be repaired as an open dredge ditch by means of a dry land dredge - from the lower terminus of said improvement at Station 24+00 thereon, following generally the present channel of said open drain in a Northeasterly direction for a distance of 4,375 feet to Station 67+75 thereon, and also as an open dredge ditch by means of a dry land dredge from said Station 67+75 in a Northerly direction, following generally the present location of the tiled portion of said drain from Station 67+75 to Station 91+00 thereon; that said repair of said open drain from Station 24+00 to Station 67+75 is found necessary in order to furnish an adequate outlet for the remainder of said Main Drain. The remainder of said Main Drain to be repaired as an underground tiled drain from Station 91+00 thereon, following in a Northerly direction the present tiled drain, a distance of 1,525 feet to Station 106+25, the upper terminus thereof - all as shown by the plans and drawings for said improvement. The total length of the open part of said improvement, including the cleaning out of that portion of said drain below Station 67+75 being 6,700 feet, and the tiled portion of said drain being 1,525 feet.

Said entire improvement and repair lies wholly within the limits of Marion Township.

SPECIFICATIONS FOR OPEN PART MAIN DRAIN.

The open part of the Main Drain, which traverses the present Open Drain, from Station 24+00, the lower terminus thereof, to Station 67+75, the upper terminus thereof, and the open part of said Main Drain which traverses the present tiled drain from Station 67+75 the lower terminus of said present tiled drain to Station 91+00 thereon, shall be constructed as an Open Dredge Ditch in accordance with the plans, profiles, cross sections and locations shown on said plans and profile, and to the exact grade and line given on said profile and plans. The bottom width of said drain, with slope of the banks and the grade thereof at each station being shown on the plans.

All excavated substances removed from said ditch shall be left not nearer than five (5) feet to either bank and shall be distributed and leveled uniformly on either or both banks of the ditch over a space of thirty (30) feet, on either or both banks, and as directed by the Drainage Commissioners in charge of the construction thereof. No excavated material shall be left as an obstruction to any open or tile drain, or any public highway or private crossing. At all points of deflection on said main drain, turns shall be made on a 20 degree curve. Said drain shall follow the exact center line, as set out in this report, between all points of deflection, except for

the provision herein made for construction turns on a minimum curve of 20 degress.

All trees, strumps, brush and obstructions of whatever nature, within the channel or berm of said drain, shall be removed by the Contractor and all trees and brush within twenty-five (25) feet of the center line of said drain, measured at right angles thereto, shall be removed by said Contractor, if so directed by Commissioners.

No bridge on any public highway shall be removed unless it is deemed necessary and so directed by the Superintendent of Construction, and is so removed or damaged by Contractor, it shall be replaced or repaired by him.

The up-stream end of all cut-offs shall be filled across the old channel to a width of ten (10) feet at the top with the natural earth slope, the top being level with the average adjacent surface. Where cut-offs are made, the dirt removed from new location shall be used to refill the old channel when so directed by the Construction Commissioner, if the old channel is within reach of the machine.

SPECIFICATIONS FOR TILED PORTION OF MAIN DRAIN.

The tiled part of the Main Drain from Station 91+00 to Station 106+25, following the course of the now existing tiled portion of said drain between said stations, shall be repaired as an underground tiled drain, using the present 24,22,20,18,16 and 14 inch tile if in good condition, by removing that part of the present tile which is in good condition between Station 67+75 and Station 106+25, and by relaying 1,525 feet of the same between Station 91+00 and Station 106+25.

In case enough old tile cannot be found in a servicable condition to relay the 1,525 feet above specified, then the Contractor shall furnish enough 24 inch tile to complete said drain as specified between said stations.

The Contractor in constructing said drain shall exercise reasonable care in removing the present tile throughout the entire length of said drain, including tile not to be used in reconstructing said drain.

All surplus tile shall remain the property of the land owners whose land abuts the present tiled portion of said drain, from Station 67+75 to Station 106+25, and shall be placed in piles at points along said drain, as designated by the Construction Commissioner.

All new drain tile, whether clay or shale, and all Vitrified sewer pipe used in the repair of said Main Drain shall conform to the current standard specifications of the American Society for testing materials, for the kind of tile or sewer pipe used.

The estimated amounts and sizes of old tile to be relaid and new tile to be used in the repair of the Main Drain are shown on the plans, and all tile, both old and new, shall be laid to the exact grade and line shown on the profile and set out in this report, except that at all points of deflection turns shall be made on a radius not less than fifty (50) feet. All tile shall be laid with close fitting joints, care being taken to lay the tile in such manner that the flow line shall be continuous, and where it is necessary to make turns in the ditch the open part of the joints shall be covered with broken tile to prevent the entrance of dirt into the ditch, at all points where lateral drains are intersected and which enter the present tile drain, the Contractor shall furnish tile for and shall connect the intersected drain with the Main Drain.

After the tile has been laid true to the required line and grade it shall, after having been checked by the Engineer, be covered with three (3) feet of earth throughout the entire width of the present open drain. The depth of the dirt shall be

measured from the top of the tile.

All excavated dirt shall be replaced over the tile, as directed by the Construction Commissioner.

All trees, brush, vines or stumps within the channel or berm limits of the drain, or for a distance of fifty (50) feet on either side of the center line thereof shall be completely removed, and the Contractor in backfilling said drain shall plow in the additional dirt required to make the backfill from the berms.

At Station 91-00 on the Main Drain, the Contractor shall construct a reinforced concrete headwall of the size and dimension shown on the plans and shall terminate the tile drain at said Station in said headwall by using one, two foot joint of standart vitrified sewer pipe of the same size at each terminus.

In the construction of the headwall, the Contractor shall use first class bar run gravel, free from dirt and other foreign substances and meeting the approval of the Construction Commissioner.

The cement used shall be a brand of first class Portland cement in good condition. The gravel and cement shall be mixed in the proportion of one part cement to four parts gravel, enough water being used to make a workable mixture. The Contractor shall use a batch mixer, and each batch shall be allowed to run for one minute after all material is in the drum. The material shall be accurately proportioned and hand tamping will not be permitted.

GENERAL SPECIFICATIONS.

The Superintendent may award the contract for said drain and its tributaries in part or as a whole, as the best interests of all the parties may appear.

The Contractor shall assume all risks, and shall hold the County, Township, individuals and corporations benefited by this work free and harmless from any and all suits in law and equity, for damages resulting from the injury to persons or property by the execution of this work. The specifications, plans and profile shall be taken in conjunction, and the work executed according to the evident and true intent of the same. No portion of the ditch or tributaries will be finally accepted until the whole is completed in accordance with this report. Estimates will be made in accordance with the law on sections of a quarter of a mile in length, when completed, twenty per cent (20%) being retained until the final completion and acceptance of the work. Each Bidder shall file with his bid a certified check for Three Hundred ($300.00) Dollars, payable to the Superintendent of Construction, as a guarantee that he will enter into contract, if awarded same, and to be retained as liquidated damages if he shall fail to execute such contract.

The Contractor, to whom the contract for the construction for this drain is awarded, shall file with the Drainage Commissioner, an approved Surety Company bond in a penal sum equal to the contract price for the work.

All of which is respectfully submitted.

Geo. R. Harvey

Jesse F. Evans

Harry Blair

Drainage Commissioners

Subscribed and sworn to before me

this 23 day of June 1930.

(SEAL) Frank Tucker
Clerk Hendricks Circuit Court.

EXHIBIT "B" - ASSESSMENT BENEFITS

HENDRICKS COUNTY

NAME OF OWNER	DESCRIPTION	ACRES IN TRACT DESCRIBED	ACRES IN TRACT BENEFITED	BENEFITS PER ACRE ASSESSED	TOTAL BENEFITS
Lura Allison	SW¼ SE¼ Sec 3-Twp 15 North Range 2-W	40.00	30.00	3.00	90.00
Henry Beckley	Mid Pt N½ NE¼ Sec 2-Twp 15 N Range 2-W	20.00	20.00	.75¢	15.00
Lee Chatham	SE¼ SE¼ Sec 34-Twp 16 N Range 2-W	40.00	40.00	1.50	60.00
	NE¼ SE¼ Sec 34-Twp 16 N Range 2-W	40.00	40.00	1.50	40.00
	SE¼ NE¼ Sec 34-Twp 16 N Range 2-W	40.00	8.00	1.00	8.00
Angeline Higgins	SW¼ NW¼ Sec 2-Twp 15 N Range 2-W	44.37	44.37	5.00	221.85
	SE¼ NW¼ Sec 2-Twp 15 N Range 2-W	44.37	44.37	2.50	110.92
David A. Higgins	Pt W½ NE¼ Sec 2-Twp 15 N Range 2-W	36.28	17.00	.75¢	12.75
Cassandra Hunt	NW¼ NW¼ Sec 2-Twp 15 N Range 2-W	44.35	44.35	2.00	88.70
	NE¼ NW¼ Sec 2-Twp 15 N Range 2-W	44.36	44.36	4.00	177.44
	Pt NW¼ NE¼ Sec 2-Twp 15 N Range 2-W	19.72	19.72	.75¢	14.79
Emory A. Hunt	SW¼ SW¼ Sec 35-Twp 16 N Range 2-W	40.00	40.00	1.00	40.00
	SE¼ SW¼ Sec 35-Twp 16 N Range 2-W	40.00	40.00	.75¢	30.00
Everett Hardwisk	NW¼ SW¼ Sec 35-Twp 16 N Range 2-W	40.00	30.00	.75¢	22.50
	NE¼ SW¼ Sec 35-Twp 16 N Range 2-W	40.00	10.00	.75¢	7.50
Lou Harris	NW¼ SE¼ Sec 3-Twp 15 N Range 2-W	40.00	40.00	3.00	120.00
	NE¼ SE¼ Sec 3-Twp 15 N Range 2-W	24.00	24.00	6.00	144.00
	S Pt SE¼ NE¼ Sec 3-Twp 15 N Range 2-W	2.96	2.96	6.00	17.76
	S Pt SW¼ NE¼ Sec 3-Twp 15 N Range 2-W	2.97	2.97	2.50	7.43
Chas E. Higgins	Fr. NW¼ NE¼ Sec 3-Twp 15 N Range 2-W	43.50	43.50	2.00	87.00
	Fr. NE¼ NE¼ Sec 3-Twp 15 N Range 2-W	43.50	43.50	4.00	174.00
Julia M. Kellum	SW¼ SE¼ Sec 34-Twp 16 N Range 2-W	40.00	40.00	1.00	40.00
	SE¼ SW¼ Sec 34-Twp 16 N Range 2-W	40.00	30.00	1.00	30.00
	NW¼ SE¼ Sec 34-Twp 16 N Range 2-W	40.00	40.00	1.00	40.00

NAME OF OWNER	DESCRIPTION	ACRES IN TRACT DESCRIBED	ACRES IN TRACT BENEFITED	BENEFITS PER ACRE ASSESSED	TOTAL BENEFITS
	NE¼ SW¼ Sec 34-Twp 16 N Range 2-W	40.00	10.00	.75¢	7.50
Chas E. McLane	SW¼ SW¼ Sec 2-Twp 15 N Range 2-W	40.00	17.00	5.00	85.00
	SE¼ SW¼ Sec 2-Twp 15 N Range 2-W	40.00	3.00	3.00	9.00
	NE¼ SW¼ Sec 2-Twp 15 N Range 2-W	40.00	20.00	3.00	60.00
	NW¼ SW¼ Sec 2-Twp 15 N Range 2-W	40.00	40.00	6.00	240.00
John T. McCoun	SE¼ NW¼ Sec 3-Twp 15 N Range 2-W	43.58	43.58	1.00	43.58
	NE¼ NW¼ Sec 3-Twp 15 N Range 2-W	43.58	43.58	1.00	43.58
	NW¼ NW¼ Sec 3-Twp 15 N Range 2-W	43.59	20.00	.75¢	15.00
	SW¼ NW¼ Sec 3-Twp 15 N Range 2-W	43.59	43.59	1.00	43.59
	NE¼ SW¼ Sec 3-Twp 15 N Range 2-W	40.00	40.00	1.50	60.00
	SE¼ SW¼ Sec 3-Twp 15 N. Range 2-W	40.00	20.00	1.50	30.00
	NW¼ SW¼ Sec 3-Twp 15 N Range 2-W	40.00	36.00	1.00	36.00
	Pt SW¼ SW¼ Sec 3-Twp 15 N Range 2-W	15.00	5.00	1.00	5.00
James M. Ramsey	SE¼ SE¼ Sec 3-Twp 15 N Range 2-W	40.00	18.00	5.00	90.00
	Pt NE¼ SE¼ Sec 3-Twp 15 N Range 2-W	14.91	14.91	5.00	74.55
	N Pt SW¼ NE¼ Sec 3-Twp 15 N Range 2-W	40.00	40.00	2.50	100.00
	N Pt SE¼ NE¼ Sec 3-Twp 15 N Range 2-W	40.00	40.00	5.00	200.00
Robert Underwood	E½ NW¼ SE¼ Sec 4-Twp 15 N Range 2-W	20.00	15.00	.75¢	11.25
	E½ SW¼ NE¼ Sec 4-Twp 15 N Range 2-W	20.00	15.00	.75¢	11.25
John F. Underwood Sr. Heirs	SW¼ NE¼ Sec 34-Twp 16 N Range 2-W	40.00	20.00	1.00	20.00
Louise Whitley	SW¼ ~~SW¼~~ SE¼ Sec 35-Twp 16 N Range 2-W	40.00	20.00	.75¢	15.00
Hendricks County	Rd E from cen. S SW¼ Sec 34-Twp 16 N Range 2-W, a dist. of	1-5/8 Mi		30.00	48.75
	Rd N from S½ mile stone Sec 3-Twp 15 N Range 2-W a dist. of	1.00 mile		25.00	25.00
	Rd N from Cen. Sec 2-Twp 15 N Range 2-W a dist. of	1/2 mile		25.00	12.50
	Rd N from Cen. S of SE¼ of Sec 34-Twp 16 N Range 2-W	5/8 mile		25.00	15.63

JESSE EVANS:

May 21st - View drain with Kurtz	5.00 plus	2.50 mi.	7.50
" 29th - " " " Harvey	5.00 "	2.50 "	7.50
June 2nd - " " " Kurtz	5.00 "	2.50 "	7.50
" 3 - " " " "	5.00 "	2.50 "	7.50
" 16th - " " " Blair	5.00 "	2.50 "	7.50
" 18th - Danville-Office work	5.00 "	2.50 "	7.50
" 20th - " " " "	5.00 "	2.50 "	7.50
Total to Evans			52.50

CHAS E. KURTZ:

May - 1 day Qualifying	4.00 plus	1.80 mi.	5.80
" 21st - 1 day View drain	4.00		4.00
June 2nd - 1 day " "	4.00		4.00
" 3rd - 1 day " "	4.00		4.00
Total to Kurtz			17.80

HARRY BLAIR:

June 13th - 1 day Qualifying	4.00 plus	.80¢ mi.	4.80
" 16th - 1 day View Drain	4.00		4.00
" 18th - 1 day (2 trips) to Danville	4.00 "	1.60 "	5.60
" 20th - 1 day to Danville	4.00 "	.80¢	4.80
Total to Blair			19.20

GEORGE R. HARVEY:

May 21st - ½ day Field work on drain	5.00 plus	2.00 Mi.	7.00
" 29th - " " " " " "	5.00 "	2.00 "	7.00
" 31st - " " " " " "	5.00 "	2.00 "	7.00
June 3rd - " " " " " "	5.00 "	2.00 "	7.00
" 4th - " " " " " "	5.00 "	2.00 "	7.00
" 5th - " " " " " "	5.00 "	2.00 "	7.00
" 10th - "		2.00	2.00
" 13th -		2.00	2.00
" 18th - " " Office work	5.00		5.00
" 20th - " " " " on Assmts.	5.00		5.00
Total to Harvey			56.00

ROBERT ARMSTRONG:

May 10th - 1 day Field Work	4.00	4.00
" 11th - 1 day Office work	4.00	4.00
" 12th - 1 day Office work	4.00	4.00
" 13th - 1 day Field & Office	4.00	4.00
Total to Armstrong		16.00

BERNARD EDWARDS:

May 21st - ½ day Field Work	1.25	1.25
" 29th - ½ day Field Work	1.25	1.25
" 31st - ½ day Field Work	1.25	1.25
June 3rd - ½ day Field Work	1.25	1.25
" 4th - ½ day " "	1.25	1.25
" 5th - ½ day " "	1.25	1.25
" 10th - 1 day Field work on drain	2.50	2.50
" 13th - ½ day Field work	1.25	1.25
Total to Edwards		11.25

GRACE LANE:

June 16th - Office work typing report	3.00	3.00
" 20th - " " " "	3.00	3.00
Total to Lane		6.00

FRANK MARTIN:

June 10th - 1 day Field Work	2.50
Total to Martin	2.50

MAJOR FRANKLIN:

May 21st - ½ day Field work	1.25	1.25
" 29th - ½ day " "	1.25	1.25
" 31st - ½ day " "	1.25	1.25
June 3rd - ½ day " "	1.25	1.25
" 4th - ½ day " "	1.25	1.25
" 5th - ½ day " "	1.25	1.25
" 10th - 1 day " "	2.50	2.50
" 11th - 1 day Office work	2.50	2.50

" 12th - 1 day " "		2.50	2.50
" 13th - 1 day Field "	Office Work	2.50	2.50
	Total to Franklin		17.50
	Fee for Blue Printing		5.10

BE IT REMEMBERED, That on the 5th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7175
GROVER PURYEAR)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and said defendant being duly arraigned before the Judge, says that he is not guilty of the charge set forth in the affidavit.

Bond fixed at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 18th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7021
ED INGLE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person and being duly arraigned in chambers, before the Judge in Vacation for his plea says that he is guilty of the charge set forth in the affidavit.

This cause is now taken under advisement.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 18th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS) # 13346
JOHN SMITH, TRUSTEE OF)
EEL RIVER TOWNSHIP.ET AL.

Comes now the defendants, by counsel, and file motion to separate several causes of action as alleged in the complaint, which motion is in the words and figures following, to-wit: (H.I.).

The Court being duly advised, does now sustain said motion, to which ruling the plaintiffs except.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 19th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS) # 13346
JOHN SMITH, TRUSTEE OF)
EEL RIVER TOWNSHIP. ET AL.)

Come now the plaintiffs, by counsel, and file amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

Summons is now ordered issued for new parties, making same returnable September 7th, 1931.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 21st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7021 Judgt. vs Deft. for $5.00 per week and Costs.
ED INGLE) J. D. 15, Page 260.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and the Court being duly advised, does now find that the defendant is guilty of the offense as charged in the affidavit, and for the offense by him committed, he should be imprisoned in the Indiana State Prison for a period of not less than one year nor more than seven years, and that he should pay the costs of this action, or should stand committed until the same is staid or paid.

And now with the consent of the defendant, the Court finds that said defendant should pay to the Clerk of this Court the sum of $5.00 per week for the support of said minor children, same to be paid by said Clerk to the mother of said children in whose custody they now are. And the defendant should be required to give bond to the approval of the Court guaranteeing the performance of this order and the defendant should be removed to jail awaiting the execution of said bond, its filing and approval of the Court.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, for the offense by him committed, be and he is imprisoned in the Indiana State Prison for a period of not less than one year nor more than seven years, and that he pay the costs of this action, taxed at _____ dollars and _____ cents, or stand committed until the same is staid or paid.

It is further ordered and adjudged by the Court that the defendant, Ed Ingle, pay to the Clerk of this Court the sum of $5.00 per week for the support of said minor children, same to be paid by said Clerk to the mother of said children in whose custody they now are. And the defendant, Ed Ingle is required to give bond to the approval of the Court guaranteeing the performance of this order and the said defendant is removed to jail awaiting the execution of said bond, its filing and approval of the Court.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 21st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7114 Judgt. vs Deft. for Costs.
MAX SPYERS) J. D. 15, Page 261.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person, and before the Judge in Vacation for his plea being duly arraigned, says that he is guilty of the crime charged.

Whereupon the Court finding that the defendant is guilty of the crime charged in the affidavit, the Court finds that the defendant for the offense by him committed, should be imprisoned in the Indiana State Prison for a term of not less than one year nor more than five years, and that he should pay the costs of this action, or stand committed until the same is staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Max Spyers, for the offense by him committed, be and he is imprisoned in the Indiana State Prison for a term of not less than one year nor more than five years, and that he pay the costs of this action, taxed at _____dollars and _____cents, or stand commited until the same is staid or paid.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 21st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

THE STATE OF INDIANA)
VS) # 7177
FRANK ZAPPIA)
PAUL COFFMAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and the Court being duly advised, orders warrant issued for the arrest of said defendants above named.

And now comes the defendants, in their own proper persons before the Judge in Vacation, and being duly arraigned, each for himself, says that he is not guilty of the charge contained in the affidavit.

Bond of each fixed at $2000.00, or in event of cash bond $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 21st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had before the Honorable Judge thereof:

METTIE B. HELMS)
vs) # 12960
L. A. JACKSON ETC.)

Comes now the defendant in the above entitled cause this 21st day of August, 1931, and files in the Clerks office the longhand transcript of all the evidence

in the above entitled cause as certified to by Frances Hiatt, the Official Court Reporter of the Hendricks Circuit Court, which longhand transcript is in words and figures following to-wit: (H.I.)

And afterwards on the same day the defendant presented to the Honorable A. J. Stevenson in Chambers his Bill of Exceptions containing the evidence and rulings relative thereto made in the course of the trial and asks that the same be examined and signed by the judge and filed as a part of the record herein.

And the said Judge being duly advised and informed in the premises and having examined said bill of exceptions the same is now signed by the Judge and filed as a part of the record herein in the words and figures following.

And now within the time allowed by the Court for the filing of an appeal bond herein the defendant on this date files hia appeal bond with Samuel Ashby as security thereon, which bond is now approved by the Judge of the Hendricks Circuit Court in Vacation, which bond and his approval endorsed thereon is in the words and figures following to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 24th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein:

CARROLL COLLINS)
VS) # 13168
GEM COAL COMPANY)

Comes now the plaintiff, by counsel, and files motion to dismiss in Vacation, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 24th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein:

WALTER A. COLLINS)
VS) # 13236
GEM COAL COMPANY)

Comes now the plaintiff, by counsel, and files motion to dismiss in Vacation, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 25th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the defendant, by counsel, files with the Clerk of the Hendricks Circuit Court his praecipe for a transcript to be used in the appeal to the Appellate Court of Indiana, which praecipe is in the words and figures following, to-wit:

STATE OF INDIANA) SS
HENDRICKS COUNTY)

IN THE HENDRICKS CIRCUIT COURT
IN VACATION, August, 1 9 3 1 .

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT

STATE OF INDIANA

You are herein directed to prepare a transcript of the entire record for an appeal to the Appellate Court of the State of Indiana in Cause No. 12960,

entitled Nettie B. Helms VS L. A. Jackson As Standard Grocery, in which final judgment was rendered on the 3rd day of April, 1931, and to include in said transcript all pleadings, papers, exhibits, and entries filed and made in said cause except that the Clerk will not transcribe the Bill of Exceptions containing the evidence in this cause but will insert the original Bill of Exceptions containing said evidence instead of a copy thereof.

Samuel Ashby

Otis E. Gulley
Attorneys for Defendant

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 25th day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, the plaintiffs, by counsel, file with the Clerk of the Hendricks Circuit Court their praecipe for a transcript to be used in the appeal to the Appellate Court of Indiana, which praecipe is in the words and figures following, to-wit:

STATE OF INDIANA) SS
COUNTY OF HENDRICKS)

IN THE HENDRICKS CIRCUIT COURT

No. 13169.

HUGH E. REYNOLDS, next friend,)
HARRY H. BECKWITH, JR., (
RICHARD BECKWITH,)
VS (
DOROTHY KREGELO LEE,)
DOROTHY KREGELO MARTIN, (
JAMES A. LEE,)
CHARLES KREGELO MARTIN, (
MARGARET M. MARTIN,)
THE UNION TRUST COMPANY OF (
INDIANAPOLIS, Trustee and)
MORTGAGEE, (
THE FIRST NATION BANK OF)
COVINA, CALIFORNIA, (
HOLLAND FURNACE COMPANY, a)
corporation, (
THE INDIANA TRUST COMPANY.)

PRAECIPE FOR TRANSCRIPT.

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT, IN AND FOR THE COUNTY OF HENDRICKS, STATE OF INDIANA:

You are hereby directed to forthwith prepare in the above entitled cause, seal and certify for use upon the appeal of said cause to the Appellate Court of the State of Indiana a full, true, complete and correct transcript of all of the papers, entries, proceedings and of the judgment filed, had, made and entered in the above entitled cause.

Dated this 25th day of August, 1931.

Albert Ward

Slaymaker, Merrell

Ward & Locke
Attorneys for Plaintiffs and Cross-Defendants, Harry H. Beckwith, Jr., and Richard Beckwith.

Attest: Frank Tucker, Clerk.

Monday Morning, September 7th, 1931.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the September Term, 1931, 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 September, 1931, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
Arny M. Watkins, Prosecuting Attorney,
Lewis L. Pounds, Sheriff,
Frank Tucker, Clerk.

Whereupon, said Sheriff proclaimed said Court open, according to law, and the following proceedings were had, to-wit:

JOSHUA E. FLOREA, ET AL.)
VS) #13128
ERNEST BRIER)

Comes now the defendant, by counsel, and requests a trial by jury, which request is in the words and figures following, to-wit: (H.I.).

CARROLL COLLINS)
VS) # 13168 Judgt. vs Pltf. for costs.
GEM COAL COMPANY) J. D. 15, Page 261

Comes now the plaintiff, by counsel, and the Court being sufficiently advised, finds that this case should be dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Carroll Collins, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

WALTER A. COLLINS)
VS) # 13236 Judgt. vs Pltf. for costs.
GEM COAL COMPANY) J. D. 15, Page 261

Comes now the plaintiff, by counsel, and the Court being sufficiently advised, finds that this case should be dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this case be and the same is hereby dismissed, and the plaintiff, Walter A. Collins, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

JAMES MANKER, ET AL.)
VS) # 13300
AMOS GILLASPY, RECEIVER)
OF THE MOORESVILLE STATE)
BANK)

Comes now the defendant, by counsel, and files demurrer to plaintiff's complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

OPAL VERA MILHON ,)
VS) # 13333
HENRY BOWEN,)
FIRST NATIONAL BANK OF)
COATESVILLE, INDIANA.)

Comes now the plaintiff, by counsel, and the Court being sufficiently advised, does now sustain motion for dismissal, the costs having been paid.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

FANNIE F. POLAND)
VS) # 13353
ERNEST POLAND)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS.)
VS) # 13357
BASCOM WALKER McCLAIN,)
ET AL.)

Comes now the defendant, Capital Securetie Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

MARGERY HUFFORD BREWER)
VS) # 13301. Judgt. vs Deft. for $50.00 Pltf's. Atty.
MAURICE W. BREWER) Fees and Costs. J. D. 15, Page 261.

Comes the plaintiff in person and by counsel and makes proof of due notice to the defendant by exhibiting to the court the summons issued in this case for the defendant and the sheriff's return thereon, which said summons and return are as follows, to wit:-(Here Insert). And from which summons and sheriff's return the court finds that the defendant herein, Maurice W. Brewer, was duly notified of the filing and pendency of this action for more than ten days before the first day of the present term of this court, to-wit, on June 11th, 1931, and that more than sixty days have elapsed since the issue and service of said summons.

And now, defendant failing to appear and answer the plaintiff's complaint herein, is three times loudly called in open court but comes not and herein wholly makes default. Whereupon the prosecuting attorney is called to resit this action, who now appears and defends this case in behalf of the State of Indiana.

And now this case 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 plaintiff, that the allegations of her complaint are true and that she is entitled to an absolute divorce from the defendant upon the grounds therein alleged, and to have restored to her her

maiden name of Margery Hufford.

It is, therefore, considered and adjudged by the court that the bonds of matrimony existing between the plaintiff and the defendant be dissolved and the plaintiff be granted a divorce; that the plaintiff recover of and from the defendant, Maurice W. Brewer, her costs and charges in this cause, laid out and expended, including an attorney fee for $50.00, to be paid within sixty days.

It is further considered and adjudged by the court that the plaintiff's maiden name of Margery Hufford be restored to her.

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

VELERA LACKEY)
VS) # 13305
FORN LACKEY)

Comes now the defendant, by counsel, and files answer and cross-complaint, which answer and cross-complaint is in the words and figures following, to-wit: (H.I.).

BROWNSBURG STATE BANK)
VS) 13318 Judgt. vs Deft. for $1103.33 and Costs.
THOMAS J. CASSERLEY) J. D. 15, Page 262.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit:(H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff upon the note sued upon, and that there is due it therein, the sum of $1043.33 of principal and interest and the further sum of $60.00 as a fee for the services of the plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendant, Thomas J. Casserley, for a total of said two sums, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Thomas J. Casserley, the sum of $1103.33, together with the costs for this action, taxed at ____ten_____dollars and ____fifteen____cents.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson Judge.

Tuesday Morning, September 8th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

IN THE MATTER OF THE PETITION OF)
) # 12770
FRANK FREEMAN, EX PARTE DRAIN.)

Come now the petitioners, by counsel, and upon their motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

WELLINGTON HARPER, BY NEXT)
FRIEND MINNIE HARPER,)
VS) # 13297 Judgt. vs Pltf. for Costs.
OTIS E. GULLEY.) J. D. 15, Page 262.

Comes now the plaintiff, by counsel, and its motion this case is now dismissed at the plaintiff's cost.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Wellington Harper, by next friend Minnie Harper, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GAIL GIPSON)
CECIL HIPSON RANDALL)
VS) # 13360
HAROLD C. McGREW CAMP)
NO. 1 UNITED SPANISH WAR)
VETERANS)

Come now the plaintiffs, by counsel, and the defendants are ruled to answer on or before September 19th, 1931.

MYRON R. GREEN, TRUSTEE)
VS) # 12638
H. F. TAYLOR,)
MINNIE E. TAYLOR)

Come now the parties, by counsel, and the Court being duly advised, does now sustain defendants' motion for change of venue of this cause from the County, and does send the same to Montgomery County. Five days given to perfect the change.

JEDIAH W. HUSSEY)
DELIA HUSSEY)
VS) # 13218
SARAH J. SHORT)

Comes now the plaintiffs, by counsel, and file motion to substitute Charles E. Shields, executor, for the defendant Sarah J. Short, now deceased.

The Court having examined said motion and being sufficiently advised, does now sustain said motion, and the defendant is substituted by Charles E. Shields, executor.

GRAND AND PETIT JURORS, DRAWN FOR THE SEPTEMBER TERM, 1931.

BE IT REMEMBERED, That on the 31st day of August, 1931, the same being in Vacation of the Hendricks Circuit Court, Fred H. Stewart and Fletcher McCalment, the duly appointed, qualified and acting Jury Commissioners of this Court appear at the office of the Clerk of the Hendricks Circuit Court and the Clerk drew from the Jury Box the names of the following persons for Grand Jury service at the September Term, 1931, of this Court, viz:

Ed Johnson	Guilford Township
Kenneth Edwards	Clay Township
Carl Wing	Brown Township
John F. Bray	Liberty Township
Elvin Busbee	Liberty Township
Ed Rumley	Clay Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury Service for the September Term, 1931, of this Court, viz:

1. Elmer Jenkins	Washington Township	16. J. H. Robbins	Clay Township
2. Thomas Irons	Middle Township	17. Ben Edmonson	Liberty Township
3. Walter Strickler	Center Township	18. Hobart Walton	Eel River Township
4. Chester Bryant	Guilford Township	19. Bert Tharp	Union Township
5. Carl Mitchell	Center Township	20. George Kirtley	Eel River Township
6. Hubert Sawyer	Liberty Township	21. Ernest Rynerson	Liberty Township
7. Edward Mills	Washington Township	22. Harrison Shields	Franklin Township
8. Frank Ballard	Brown Township	23. John Ellett	Clay Township
9. George Henning	Lincoln Township	24. Joseph Hunt	Clay Township
10. Raymond O'Donnell	Center Township	25. William Herdrich	Lincoln Township
11. Charles B. Hill	Clay Township	26. Omer Gossett	Eel River Township
12. Warren Oden	Brown Township	27. Raleigh Rodney	Center Township
13. Paul Christie	Marion Township	28. Henry A. Record	Center Township
14. Thomas Staley	Liberty Township	29. Charles Kurtz	Marion Township
15. Otis Kilney	Middle Township	30. Fred Trotter	Marion Township

UNION TRUST COMPANY, ET AL.)
VS) # 12941
SAMUEL E. RAUH, ET AL.)

Come now the plaintiffs, by counsel, and upon their motion, this cause is now dismissed as to the defendant, Samuel E. Rauh, and all costs charged against him are paid.

The Court being duly advised, does now grant Samuel E. Rauh permission to withdraw all depositions of this cause taken and filed on his behalf.

IDA F. DOUGLAS)
VS) # 13257
WILLIAM T. DOUGLAS)

Comes now the defendant, by counsel, and files petition to vacate judgment, which petition is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, September 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

DELBERT R. JONES)
VS) # 13319
ROBERT W. THOMPSON)
& MARY E. THOMPSON)

Comes now the defendant, by counsel, and files answer in three paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

NEWTON POWELL)
VS) # 13330
WALTER W. SIMMONS)

Comes now the plaintiff, by counsel, and files petition to bring in new parties defendant, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition, does now grant the plaintiff permission to bring in new parties.

The plaintiff also files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.), and summons to new parties is ordered returnable, September 23rd, 1931.

THE STATE OF INDIANA)
VS) # 7182
HAROLD WALDEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person, and being duly arraigned in open Court for his plea says, that he is not guilty of the offense charged.

The bond is fixed at $1000.00.

KENNETH H. MALES AND)
MARY E. MALES, HUSBAND)
AND WIFE)
VS) # 13325 Judgt. vs Pltfs. for $100.00 Atty. Fees and Costs.
LESSIE RELANDER)
OLIVER P. GARR) J. D. 15, Page 262.
JOSEPHINE S. GARR)
NOAH DAY)
MARGARET DAY)
JULIA A. DAY)
WINFIELD S. DAY)
CARRIE E. DAY)
WILLIAM S. McCORMICK)
EVALINE A. DAY McCORMICK)
LEWIS MARTIN)
LEWIS MASTEN)

ARAMINTA MASTEN)
JACOB MILLER)
MILLER, WIFE OF JACOB MILLER)
JOSEPH HALL)
HALL, WIFE OF JOSEPH HALL)
WILLIAM H. PEARCY)
W. H. PEARCY)
TILLMAN HOWARD PEARCY)

and the unknown husbands and wives respectively of each of the above defendants if living and the unknown heirs at law the unknown widow or widower, devisees, legatees, grantees, spouses, successors in title, administrators and executors, respectively of each of the above defendants if deceased.

Comes now the plaintiffs, Kenneth H. Males and Mary E. Males, husband and wife, by John W. Trotter, their Attorney, and it appearing to the satisfaction of the Court by the notice and proof of publication herein which said notice and proof of publication are in the words and figures as follows to-wit: (Here Insert) that the defendants, Lessie Relander, Oliver P. Garr, Josephine S. Garr, Noah Day, Margaret Day, Julia A. Day, Winfield S. Day, Carrie E. Day, William S. McCormick, Evaline A. Day McCormick, Lewis Martin, Lewis Masten, Araminta Masten, Jacob Miller, _____Miller wife of Jacob Miller, Joseph Hall,_____Hall wife of Joseph Hall, William H. Pearcy, W. H. Pearcy, Tillman Howard Pearcy and the unknown husband or wife respectively of each of the above named defendants, if living, and the unknown heirs at law, widow or widower, devisees, legatees, grantees, spouses, successors in title, administrators, executors, and the unknown widowers and widows respectively of each of the above named defendants, if deceased, either and all of the above 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 English language in the Town of Danville, Hendricks County, in the State of Indiana, the last of which publication was more than 30 days before the 8th. day of September 1931, the same being the 2nd. day of the September Term of this Court and that being the date fixed by the plaintiffs herein by endorsement on their complaint and all of said non-residents defendants above mentioned failing to appear and each and all of said defendants being now severly three times loudly called in open court come not but herein wholly make default.

And the Court finds that each and all of the defendants to this cause have been duly notified of the pendency of this action by publication of said notice as by law required.

Whereupon on motion of the plaintiffs herein this cause is now submitted to the Court for trial, judgement and decree upon the issues joined, without the intervention of a jury.

And the Court having examined the complaint herein and the notice to non-residents and proof of publication thereof, finds that all the material allegations of the complaint herein are true and that all of said defendants have been duly notified of the filing and pendency of this action as hereinabove set out.

Comes now John W. Trotter, attorney for plaintiffs and files affidavit showing that none of said defendants are now in the military service

of the United States which affidavit is in words and figures to-wit: (Here Insert).

And the court further finds that the plaintiffs herein are the owners in fee simple and in possession of all of the following described Real Estate located in Hendricks County in the State of Indiana, to-wit:

The West half of the North East quarter of section fourteen (14) Township fifteen (15) North Range one (1) West, containing eighty (80) acres more or less,

Also a part of the West half of the South East quarter of section fourteen (14) Township fifteen (15) North Range one (1) West, bounded and described as follows to-wit: Beginning 18 rods and 14 links East of the center of said section 14 and running thence East 61 rods and 8 links to the North East corner of said half quarter; thence South 52 rods and 2½ links; thence West 61 rods and 8 links; thence North to the place of beginning excepting a part of the North West quarter of the North East quarter of said section 14 Township 15 North Range 1 West bounded as follow to-wit: Beginning at the North West corner of said quarter quarter and running thence East on the North line thereof 40 rods; thence South 32 rods; thence West 40 rods to the West line thereof; thence North on said line to the place of beginning containing in said exception 8 acres more or less.and containing in all exclusive of said exception 92 acres more or less.

And the Court further finds that the claims of the above named defendants and each and all of them are without any right whatsoever and are unfounded and said defendants and each of them have no estate, right title or interest whatsoever in or to said real estate and premises or in any part thereof.

Wherefore it is finally ordered, adjudged and decreed by the Court that the plaintiffs herein Kenneth H. Males and Mary E. Males, husband and wife are the owners in fee simple of said real estate and that their title thereto be and the same is hereby quieted and forever set at rest as against the claim or claims of the defendants and each and ever one of them or any person or persons claiming be, under or through them or any one of them and that each and every one of them be debarred and forever estopped from asserting any right title or interest or claim in or to said real estate or any part thereof and that said plaintiff are now in possession of said real estate above described and that they and their immediate and remote grantors have held the open, actual notorious, undisputed, and adverse possession for more than 30 years last past and that their title be quieted as against all of the above named defendants and against the world.

And it further ordered by the Court that the plaintiffs herein pay all costs and charges herein which are taxed in this cause, including $100.00. Attorney fees for plaintiffs attorney.

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

HORACE L. HANNA, AS RECEIVER OF THE) Judgt. vs Deft. Wm. R. Cox for $2250.00 and 1/7 costs.
" F. C. Farrell for $644.99 and 1/7 costs.
CITIZENS' STATE BANK, PLAINFIELD,) " V. J. Pike for $97.44 and 1/7 costs.
" L. L. Pike for $1225.00 and 1/7 costs.
INDIANA.) " L. D. Bell for $1225.00 and 1/7 costs.
" Goldie Maxwell $1996.33 and 1/7 costs.
VS.)# 12734 " J. T. Sawyer $1415.36 and 1/7 costs.
WILLIAM RANDOLPH COX, AND OTHERS.) J. D. 15, Pages 262, 263 and 264.

Come the parties, and come also Zimri E. Dougan, Special Judge in this case, and hands down his Special Findings of the Facts and his conclusions of Law thereon, as follows, to-wit:

STATE OF INDIANA) IN THE HENDRICKS CIRCUIT COURT
) SS:
COUNTY OF HENDRICKS) SEPTEMBER TERM, 1931.

HORACE L. HANNA, AS RECEIVER OF THE CITIZENS' STATE BANK, PLAINFIELD, INDIANA

VS

WILLIAM RANDOLPH COX
FANNIE COX FARRELL
VIRGIL J. PIKE
LAURA L. PIKE
LILLIE D. BELL
GOLDIE MAXWELL
JOHN T. SAWYER

SPECIAL FINDING OF FACTS

The defendant having requested the court before the commencement of the trial to find the fact specially in this case and state its conclusions of law thereon, now finds the facts to be as follows:

1. That Citizens' State Bank, Plainfield, Indiana, was duly incorporated November 27, 1909 under the act of the State of Indiana, entitled "An Act to Authorize and Regulate the Incorporations of banks of discount and deposit in the State of Indiana", approved Feb. 7, 1873, and that said bank commenced business on said day and continuously conducted said business until April 11, 1928, at which time it was closed by order of the Bank Commisioner of the State of Indiana, that thereafter in a certain action duly filed in the Hendricks Circuit Court by said Bank Commissioner against said Bank, being cause No. 12421, said Citizens' State Bank was adjudged insolvent on April 21, 1928, and on said date, the plaintiff in this cause was appointed Receiver of said Bank, by said Court, in said cause and said plaintiff is now such Receiver and prosecutes this action as such.

2. That after the organization of said bank, it duly issued its capital stock consisting of two hundred and fifty (250) shares of the par value of one hundred dollars ($100.00) per share, aggregating the total sum of twenty-five thousand dollars ($25,000.00) and all of said stock so subscribed and issued was fully paid for by the subscribers thereof.

3. That since April 21, 1928, the plaintiff as such receiver, has been engaged in the liquidation of the affiars of said bank. That on September 3, 1928, said Receiver reported to the Hendricks Circuit Court the collections which he had made and thereupon said Court ordered said Receiver to make a distribution of forty-five percent to the general creditors of said bank, which report showed said Receiver had collected either directly or indirectly a sum totalling one hundred and sixteen thousand, four hundred and twenty-seven dollars and ninety-two cents ($116,427.92) and that he had paid out on preferred claims forty-four thousand, four hundred and thirty-nine dollars and thirty-nine cents ($44,439.39) leaving a balance for distribution of seventy-one thousand, nine hundred and eighty-seven dollars and eight-five cents ($71,987.85) and that there were valid claims outstanding as shown by the books of said bank, and by the examination made by the State Banking Department, aggregating $175,412.65, and after making certain deductions therefrom, amounting to $16,355.46, there remained outstanding and unpaid claims, aggregating one hundred and fifty nine thousand, sixty-seven dollars and nineteen cents ($159,067.19). The court thereupon after consideration ordered said Receiver to pay forty five percent of the amount due said general creditors on said claims, which said receiver upon order of court paid, and after said payment left a balance due to general creditors of eighty-seven thousand, four hundred and eighty one dollars and forty five cents ($87,481.45). Said Receiver also reported to the Court that there was not sufficient assets to pay the debts and liabilities of said bank. That of said amount said Receiver had not taken into consideration court costs or attorney's fees.

4. That thereafter said Receiver filed his report in said Court showing the payment of the forty-five percent distribution to the general creditors and reported to the Court at said time names of the stockholders and the amount of shares held by each, at the close of business on April 11, 1928, and the Court finds that said stockholders and the amount of shares held by each was and is as follows:

NAME	CAPITAL STOCK No. SHARES
Emil B. Mills	15-½
Ralph B. Hornaday	2
Fannie Farrell	22-½
W. R. Cox	22-½
John M. Brown	12
Goldie Maxwell	20
W. A. Rushton	5
Virgil Pike	1
Emma Prewitt	5
C. B. Thomas	5
Mitylene Gunn	1
Harriet Brown	6
Emmett Davis	6
Laura L. Pike	12-¼
Laura R. Mills	10
Frank Jessup	2
Gertrude M. Dill	3
Allen Maxwell	2-½
James E. Maxwell	2-½
Nancy E. Eickhoff, Trustee	5
Frank Gibbs	5
Samuel M. Woodward	23
Worth E. Woodward	9
Lillie Bell	12-¼
Ambrosia Wilkins	8
Cophine M. Rushton	2
John T. Sawyer	30
	250

And at said time said Receiver prayed that an order be entered directing him as such Receiver to make an assessment of one hundred percent of the par value of said capital stock outstanding, and the court found that to pay said general creditors in full, it was necessary for said Receiver to make an assessment against the individual shareholders of said bank of 100 per centum of the par value of the shares of the capital stock or parts thereof, held by said individuals, respectively, and that said Receiver should be ordered to make said assessment and should proceed to collect said assessment from said stockholders. That thereupon said Court did at the September term

thereof make and enter its order and judgment, that it was necessary in order to pay the general creditors that the Receiver make an assessment against the individual shareholders of said bank of one hundred percent on the stock held by each, and that said Receiver be and he was so ordered to collect said assessment from said stockholder and make due report thereof, and that said Receiver was directed and ordered to make an assessment against all of said stockholder including the defendant stockholders herein as follows:

William Randolph Cox	$2250.00
Fannie Cox Ferrell	2250.00
Virgil J. Pike	100.00
Laura L. Pike	1225.00
Lillie D. Bell	1225.00
Goldie Maxwell	2000.00
John T. Sawyer	3000.00

5. Thereafter said Receiver filed his report in the said Hendricks Circuit Court showing that certain persons and certain of the defendants herein were at the time said bank closed surety on certain bonds given by said bank to municipal depositors and that said sureties had paid their obligation thereon and that each of said sureties should receive credit therefor. That the defendants John T. Sawyer and Fannie Cox Farrell, were sureties, respectively on said bond and that said public deposit should be assigned and transfered to said sureties in proportion to the amount paid by them respectively of said public deposit as general creditors, having deposits in said bank, and would be entitled to a credit for the amount paid by said Receiver to general creditors. But that should said stockholders owe said bank or owe for the assessment on their said stock, said Receiver should hold said sum so due them in distribution and apply said sum as a credit on the amount owing by them, respectively, on said assessment. That said assignment was duly made and approved by the court and by reason thereof, the defendant Fannie Cox Farrell is entitled to a credit of $1584.64 and as a general depositor is entitled to an additional credit of $20.37 making a total credit of $1605.01; that the defendant John T. Sawyer is entitled to a credit of $2.56; that the defendant Goldie Maxwell is entitled, as a general depositor, to a credit of $3.77, and which credits above shown, said Receiver in pursuance of the order of said court with held from said defendants, respectively, and applied same as a credit on said assessments, respectively.

6. That thereafter, to-wit: at the January term of said Court, 1929, said Receiver filed his written report showing collections theretofore made by him and showing that all of the stockholders had paid their assessment in full except the defendants herein, and which report showed that said Receiver had made in collections and in credits chargeable, the sum of one hundred and fifty-eight thousand, eight hundred and sixty-eight dollars and sixty-seven cents ($158,868.67) and that after making the forty-five per-cent distribution to general creditors in the sum of $71,633.78, and paying preferred creditors and set-off

by depositors	44,402.81	Sept. 3, 1928
Paid preferred claims	1,381.55	Feb. 12, 1929
Set-offs on assessment on bank stock	8,145.98	
Makes a total of	$125,564.12	

said receiver had on hands a balance of $33,304.56, and prayed the court that he be allowed to make another distribution of twenty-two percent to general creditors, after which there would remain to said receiver's credit one hundred and four dollars and seven cents ($104.07) which twenty-two percent distribution the court ordered as prayed.

7. That on the 9th day of January, 1929, the Court in said cause authorized, directed and impowered said Receiver, the plaintiff herein, to institute and prosecute suit for the collection of said assessments against said stockholders of said bank, which included each of the defendants herein named, who had refused or neglected to pay said assessment of one hundred per cent on the par value of the stock held by each.

8. The Court further finds that the assets of said bank heretofore collected and those to be collected and the property now in the Receiver's hands are not sufficient to pay the debts and liabilities of said bank and that after the Receiver has collected the full amount of the one hundred per cent assessment against the stockholders of said bank there will not be sufficient assets to pay the debts and liabilities of said bank and the cost of administration of said Receiver, and that there would be a deficit of approximately $35,000.00). The court further finds that before the commencement of this action, the plaintiff as such Receiver gave notice to each of the above named defendants of such assessment so made against them respectively, and demanded payment thereof but that each of said defendants has failed and neglected and refused to pay the amount due thereon.

September 9th 1931. Zimri E. Dougan,

Special Judge of the Hendricks Circuit Court.

CONCLUSIONS OF LAW.

And upon the foregoing facts the court states its conclusions of law as follows:

That the law is with the plaintiff and that he is entitled to recover judgment against each of the defendants in this action on the said several assessments made against each defendant after the allowance of all proper credits in the following amounts;

William Randolph Cox	$2250.00
Fannie Cox Farrell	644.99
Virgil J. Pike	97.44
Laura L. Pike	1225.00
Lillie D. Bell	1225.00
Goldie Maxwell	1996.33
John T. Sawyer	1415.36

September 9th 1931. Zimri E. Dougan,

Special Judge of the Hendricks Circuit Court.

And now each of the defendants separately and severally except to the conclusions of law stated by the court so far as it effects each of them separately and severally considered.

AND NOW the court enters judgment upon the findings of fact and conclusions of law heretofore stated in this cause.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the court that the plaintiff, Horace L. Hanna, as Receiver of the Citizens' State Bank of Plainfield, Indiana do have and recover off of and from the defendant William Randolph Cox the sum of Two Thousand, Two Hundred, Fifty ($2250.00) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank of Plainfield, Indiana, do have and recover off of and from the defendant Fannie Cox Farrell the sum of Six Hundred, forty four and ninty-nine hundredths

($644.99) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank of Plainfield, Indiana, do have and recover off of and from the defendant Virgil J. Pike the sum of ninty-seven and forty-four hundredths ($97.44) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank of Plainfield, Indiana, do have and recover off of and from the defendant Laura L. Pike, the sum of One Thousand, two hundred twenty-five ($1225.00) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank of Plainfield, Indiana, do have and recover off of and from the defendant Lillie D. Bell, the sum of One Thousand, two hundred twenty-five ($1225.00) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank, Plainfield, Indiana, do have and recover off of and from the defendant Goldie Maxwell, the sum of One Thousand, one hundred ninty-six and thirty-three hundredths ($1996.33) Dollars, together with one-seventh of the costs of this action.

It is further ordered that the plaintiff, Horace L. Hanna, as Receiver of the Citizens State Bank, Plainfield, Indiana, do have and recover off of and from the defendant John T. Sawyer, the sum of One Thousand, Four Hundred, Fifteen, and thirty-six hundredths ($1415.36) Dollars, together with one-seventh of the costs of this action.

Each of the defendants separately pray appeals to the Appellate Court of Indiana from the several final judgments herein rendered against each.

And the court being fully advised grants each of the prayers for said appeals upon the express condition of the filing of their separate bonds to the approval of the court as hereinafter designated, and allows sixty days in which the defendant shall prepare and file their bill of exceptions in this cause containing the evidence, and allows thirty days in which each of the defendants shall file their separate appeal bonds, and now fixes the appeal bond to be filed by William Randolph Cox in the sum of Two Thousand, Seven Hundred, fifty($2750.00) Dollars and approves Sun Indemnity Company of New York as surety thereon; and fixes the appeal bond of Fannie Cox Farrell at Nine Hundred ($900.00) Dollars, and approves Sun Indemnity Company of New York as surety thereon; and now fixes the appeal bond of Virgil J. Pike at Two Hundred ($200.00) Dollars and approves _____ as surety thereon; and now fixes the appeal bond of Laura L. Pike at One Thousand, Five Hundred ($1500.00) Dollars and approves Chester G. Pike and Lillie D. Bell as surety thereon; and now fixes the appeal bond of Lillie D. Bell at One Thousand, Five Hundred ($1500.00) Dollars and approves Chester G. Pike and Laura L Pike as surety thereon; and now fixes the appeal bond of Goldie Maxwell at Two Thousand, Four Hundred ($2400.00) Dollars and approves _____ as surety thereon; and now fixes the appeal bond of John T. Sawyer at Two Thousand ($2000.00) Dollars and approves Herbert Sawyer and Chester G Pike as surety thereon.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A. M. Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, September 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE SARGENT-GERKE COMPANY)
VS) # 13356
LYLE B. DOTY)

Comes now the plaintiff, by counsel, and files second paragraph of complaint, which second paragraph of complaint is in the words and figures following, to-wit: (H.I.), and summons is ordered returnable, September 21st, 1931.

RUTH CLARKSON)
VS) # 13341
ABIJAH SELLARS)

Comes now the defendant, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

SMITH AGRICULTURE CHEMICAL CO.)
VS) # 13134
WILLIAM E. LEITZMAN)

Comes now the plaintiff, by counsel, and files third, fourth, fifth and sixth additional paragraphs of complaint, which third, fourth, fifth and sixth additional paragraphs of complaint are in the words and figures following, to-wit: (H.I.).

THE CRAWFORDSVILLE TRUST CO.)
VS) # 12707
KATHERYN B. HOHENBERGER.ET AL)

Comes now the Commercial Bank & Trust Company, by counsel, and files petition to be made a party and for an accounting, which petition is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M., Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, September 11th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY D. KURTZ)
VS)# 12215
LYELL KURTZ)

Comes now the plaintiff, by counsel, and files petition for citation for defendant to show cause, which petition is in the words and figures following, to-wit; and the same is fixed for hearing, September 19th, 1931.

JOHN W. BARRINGER)
VS) # 13217
GUILFORD TOWNSHIP)
OF HENDRICKS COUNTY,)
AND GUILFORD SCHOOL)
TOWNSHIP OF HENDRICKS)
COUNTY.)

Come now the defendants, by counsel, and file motion to make amended complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

JOHN E. WYTTENBACH)
VS) # 13339 Judgt. vs Defts. for $129.03 and Costs.
EMMETT BOURNE AND) J. D. 15, Page 264.
MINNIE BOURNE)

Come now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendants have been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff on note sued upon the sum of $129.03 of principal and interest and the further sum of $20.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendants, Emmett Bourne and Minnie Bourne, for a total of said two sums, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Emmett Bourne and Minnie Bourne, $149.03, together with the costs for this action, taxed at _____dollars and _____cents, all withour relief.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open Court.

A. J. Stevenson, Judge.

Monday Morning, September 14th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS) # 13346
JOHN SMITH, TRUSTEE)
OF EEL RIVER TOWNSHIP)
ET AL.

Comes now the defendants, by counsel, and file separate and several demurrer to plaintiffs' amended complaint, and to each paragraph thereof, which demurrer is in the words and figures following, to-wit: (H.I.).

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, September 15th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MILBY A. SMITH)
VS) # 13367
A. LEONE SMITH)

Comes now the defendant, by counsel, and files answer and cross-complaint, which answer and cross-complaint is in the words and figures following, to-wit: (H.I.).

JAMES R. THOMAS)
VS) # 13162
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Comes now Grant G. Martin, receiver in the above entitled cause and files his verified petition herein, praying for a restraining order and temporary injunction, which verified petition is in words and figures, to-wit: (H.I.) and the said petitioner having filed his bond to the approval of the Judge of this court, which said bond and the approval thereon is in words and figures following to-wit: (H.I.) and this proceedings being submitted to the court on saidverified petition on said application for a restraining order, and temporary injunction and the court being duly advised and informed in the premises, finds that said petitioner is entitled to a restraining order, and temporary injunction, as herein prayed for.

It is therefore ordered and considered by the court that said defendant, John W. Frazee be, and he is hereby, compelled and required to permit Grant G. Martin, receiver, in the above entitled cause to act as Clerk of a certain sale this day had and held by the said John W. Frazee on the farm where he now resides, on the West 10th Street Road, three fourth miles west of the Marion County line, and that he be compelled and required to permit the said Grant G. Martin, as receiver, to collect, have and hold the amount of money received from said sale in order, that he may carry out the agreement and contract, and supplemental contract entered into by and between said receiver, the plaintiff, and defendants in the above entitled cause, and the said defendant John W. Frazee is restrained, in any way, from interfering with the receipts and possession of the money received from said sale, by the said Grant G. Martin, Receiver and is restrained from receiving any part thereof himself, or authorizing any one in receiving any part thereof.

It is further ordered by the court that the said John W. Frazee is not in any way, prevented, enjoined or interferred with, in any way from selling all of said property at the time and place, as advertised, but that this restraining order and temporary injunction is only to apply as to who shall receive the proceeds of said sale, and said sale shall be permitted to proceed, in all particulars as advertized, with the exception of the above order, authorizing and directing Grant G. Martin, Receiver as clerk of said sale to receive and accept all money received from said sale, and to the effect, further, that the said John W. Frazee shall not receive, or authorize any one else to receive any part of the proceeds of said sale.

It is further ordered that the defendant, John W. Frazee, be

notified, that an application for a permanent injunction will be heard herein, before me, in open court, at the court house, in the town of Danville, Indiana, on the 21st day of September, 1931, or as soon thereafter as the parties can be heard.

It is further ordered that the Clerk of the Hendricks Circuit Court shall issue to the Sheriff of Hendricks County, Indiana, a certified copy of this order, and that said Sheriff, be, and he is hereby directed to serve the same forthwith and make due return thereof.

IMPANELLING OF PETIT JURY FOR SEPTEMBER TERM, 1931 .

The Clerk of this Court is ordered to issue a Venire for the Jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Wednesday, September 16th, 1931, at the hour of nine o'clock A. M. on said date for jury service.

FLETCHER AVENUE SAVING)
AND LOAN ASSOCIATION.)
VS) # 12867
LAURA OSTERHAGE, ET AL.)

Come now the parties, by counsel, and it appearing to the Court that the receiver in this cause has filed his final report in Marion County, and has been discharged, this proceeding is now adjudged and finally disposed of.

RESERVE LOAN LIFE)
INSURANCE COMPANY)
VS) # 13229
WILLIAM MORTON)
SNIDER, ET AL.)

Comes now the plaintiff, by counsel, and upon its motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

BERT CARTER)
VS) # 13322
HOWARD R. CHARMAN)

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wedneday Morning, September 16th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

JENNIE I. STANLEY, ADMX. ETC.)

VS) # 13263 Judgt. vs Deft. for $1750.00 and Costs.

SAWYER BISCUIT COMPANY.) J. D. 15, Page 265.

Come how the parties, by counsel, and this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence in this case and being duly advised, finds for the plaintiff and that the allegations of her complaint are true, and that there is due the plaintiff from the defendant the sum of $1750.00, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff, Jennie I. Stanley, Administratrix, have and recover of and from the defendant, Sawyer Biscuit Company, the sum of $1750.00, together with the costs for this action, taxed at _____dollars and _____cents.

ELLA M. CAMPBELL)

VS) # 13383 Restraining Order

GEORGE G. CAMPBELL)

Comes now the plaintiffand files her verified petition for Separation from Bed and Board and Restraining Order, which said petition is in the words and figures as follows:-

(Here Insert)

And the court having examined said verified petition and being sufficiently advised now sustains the same, and finds that a Restraining Order without notice should be issued, restraining and prohibiting the defendant from selling or in any manner disposing of his personal property described in the complaint to-wit:- the newspaper known as the Brownsburg Record, the printing plant, the business, including the machinery and equipment of said printing plant until further order of this court.

It is further ordered, adjudged and decreed by the court that the defendant George G. Campbell, be and he is hereby restrained and prohibited from selling or in any manner disposing of the personal property described in plaintiff's complaint, to-wit:- the newspaper known as the Brownsburg Record, the printing plant, the business, including the machinery and equipment of said printing plant, until further order of this court.

And the defendant is hereby ordered to appear in the Hendricks Circuit Court at the Court House in Danville, Indiana, on the 19th day of September, 1931, to show cause if any, why said Restraining Order should not be continued. All of which is finally ordered, adjudged and decreed by the court.

HOLMES, ERMSTON & HOLMES.

A. J. Stevenson

Judge.

BY_____

Attorneys for Plaintiff,
Ella M. Campbell.

THE STATE OF INDIANA)

VS) # 7174 Judgt. vs Deft.

CLARA DOUGLAS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in her own proper person and by counsel, and all parties being ready for trial, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: Paul Christie, Charles B. Hill, J. H. Robbins, Elmer Jenkins, Hubert Sawyer, Edward Mills, Ben Edmonson, Frank Ballard, Carl Mitchell, George Henning, Warren Oden and Walter Strickler, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to sell and truly try the issues joined herein and true verdict given according to law and the evidence adduced.

After the hearing of the evidence and argument of counsel, the Court instructs the jury in writing, and gives of its own motion instructions numbered one to thirteen inclusive, to the giving of each one of which the defendant at the time separately and severally objects and excepts.

And now all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court,and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to consult of a verdict.

And afterwards, the jury is again bourt into Court and return a verdict of assault and battery, with fine of ten dollars and sixty days imprisonment in the County Jail, which verdict is as follows, to-wit:

V E R D I C T

STATE OF INDIANA,)

VS) NO. 7174.

CLARA DOUGALS,)

We, the jury, find the defendant, Clara Douglas, guilty of the crime of assault and battery and that she be fined in the sum of $10.00 and that she be imprisoned in the county jail for 60 days.

Edward Mills

Foreman.

The Jury recommends that the sentence be suspended.

And court adjourned until 9:00 o'clock A. M. Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, September 17th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

OSCAR MOSER)

VS) # 13373 Judgt. vs Deft. for $37.23 and Costs.

FLOYD HUGHES) J. D. 15, Page 266.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiff, and that there is due the plaintiff upon account sued upon, the sum of $22.23. The same is secured by lien on Chevrolet Truck ~~therein~~ described, as follows: Title No. A-919285; Engine No. 3341899; Serial No. IL.M.6276; Model 1927, and that the plaintiff is entitled to have lien foreclosed. Said plaintiff is further entitled to recover from the defendant an addition fee of $15.00 as a fee for services of plaintiff's attorney together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have his lien foreclosed, on the above described truck and the same sold by the Sheriff, and that said plaintiff have and recover of and from the defendant, Floyd Hughes, the sum of $37.23, together with the costs for this action, taxed at _____dollars and _____ cents.

THE STATE OF INDIANA)

VS) # 7174 Judgt. vs Deft. for $10.00 and Costs.

CLARA DOUGLAS) J. D. 15, Page 265.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in person and by counsel, and the Court now asks said defendant if she has any reason why sentence should not be imposed, and there being no reason shown, it is now adjudged and degreed by the Court that the defendant, Clara Douglas, make her fine unto the State of Indiana in the penal sum of $10.00, and that she be and she is imprisoned in the Correctional Department of the Womans Prison for a period of sixty days.

It is further adjudged by the Court that the said defendant, Clara Douglas pay the costs of this action, taxed at _____dollars and _____ cents, and that she stand committed until the costs are staid or paid.

And the Court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, September 18th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FIRST NATIONAL BANK,)
COATESVILLE, INDIANA.)
VS) # 13279
O. H. CLINE, ET AL.)

Comes now the defendant, Lorena Cline, by counsel, and files answer and cross-complaint, which answer and cross-complaint is in the words and figures following, to-wit: (H.I.). Comes also the defendant, O. H. Cline, by counsel, and files answer to cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7177
FRANK ZAPPIA)
PAUL COFFMAN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants in their own proper person and by their counsel, Horace L. Hanna, an attorney appointed by the Court to defend said defendants, and the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: Paul Christie, Charles B. Hill, J. H. Robbins, Elmer Jenkins, Hubert Sawyer, Edward Mills, Ben Edmonson, Frank Ballard, Carl Mitchell, George Henning, Warren Oden and Walter Strickler, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to sell and truly try the issues joined herein and true verdict given according to law and the evidence adduced.

After the hearing of all the evidence for the State, the defendants now file their motion for an instructed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court being sufficiently advised in its premises, does now over-rule said motion, to which ruling each of the defendants objects and excepts. And the taking of the evidence is continued and concluded.

At the close of the arguments of counsel, the defendant tendered instructions numbered one, two and three, and the Court gives each of said instructions, and also gives of its own motion instructions numbered one to ten inclusive, to the giving of each one of which the defendants object and except, each for himself separately and severally.

And now all of the instructions given and all memorandum thereon and exceptions thereto are ordered filed with the clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

At the close of the instructions, the jury retires to its room in charge of a sworn officer to deliberate upon a verdict. And afterwards the jury is again conducted into open Court and returns a verdict of guilty as to each of the defendants, which verdict reads as follows, to-wit:

V E R D I C T.

STATE OF INDIANA,
SS.
HENDRICKS COUNTY,

STATE OF INDIANA,
VS No. 7177
Frank Zappia
Paul Coffman

We the Jury, find the defendants, Frank Zappia and Paul Coffman, guilty of the crime of burglary in the second degree, that their true ages are 22 years and 26 years, respectively and that they shall be disfranchised and rendered incapable of holding any office of trust or profit for 10 years.

Edward Mills Foreman.
Foreman.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, September 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY D. KURTZ)
VS) # 12215
LYELL KURTZ)

Comes now the plaintiff, by counsel, and files a verified petition against the defendant for a rule to show cause. And the Court does now rule the defendant to show cause why he should not be punished for contempt of Court, and fixes time for hearing in this Court on September 26th, 1931, at 9:00 o'clock A. M.

EDWARD NEVINS, ADMR.,)
ETC., ET AL.)
VS) # 13195
AUTOMOBILE UNDERWRITERS,)
INC. ETC.)

Comes now the plaintiff, by counsel, and files affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS)# 7120
DENZIL HILDEBRAND)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, and at the request of said defendant, Horace L. Hanna is appointed to defend.

And now by agreement of the parties, the regular Judge having disqualified himself because of having been of counsel, the Court does now appoint Charles V. Sears as special Judge to trial said case,

THE STATE OF INDIANA)
VS) # 7177 Judgt. vs Defts. for Costs.
FRANK ZAPPIA) J. D. 15, Page 266.
PAUL COFFMAN)

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants in their own proper persons and by counsel, and the Court having asked if they have any reason why judgment should not be pronounced against them and there being none, it is now adjudged by the Court that the defendants, Frank Zappia and Paul Coffman for the offense by them committed, each be committed to the Board of Trustees of Indiana Reformatory for a period of not less than three years nor more than ten years, and that they be disfranchised for a period of ten years.

The Court further ordered and adjudged that said each defendant pay the costs of this action, taxed at _____dollars and _____cents, or stand committed until such are staid or paid.

WILLIAM E. MASSEY)
VS) # 12607
RALPH E. ESPY, ET AL)

Comes now the receiver, Charles E. Shields, by counsel, and files his final report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises, does now approve the same.

And now said receiver is discharged from his bond and trust herein.

MICHAEL A. LOCKE)
VS) 13172 On Account of Change of Venue.
EUGENE B. MUMFORD)

I, A. J. Stevenson, Judge the 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: Three Hundred Seventy-Eight---------- Dollars and Forty ---------Cents, in the case of Michael A. Locke vs. Eugene B. Mumford 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 Marion 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.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

DOROTHA M. MANACE)
VS) # 12677 On Account of Change of Venue.
NEWTON B. MANACE)

I, A. J. Stevenson, 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: Twelve - - - - - -Dollars and Fity - - - - Cents, in the case of Dorotha M. Manace vs. Newton B. Manace 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

RUSSELL B. WOODS)
VS) # 12646 On Account of Change of Venue.
EDWIN C. DOEPPERS, ET AL.)

I, A. J. Stevenson, 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 accuunt 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 Twelve - - - - -Dollars and_____cents, in the case of Russell B. Woods vs. Edwin C. Deoppers, 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 Marion 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.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana.

CHARLES F. THORPE, TRUSTEE, ET AL.)
VS) # 12858
OGLE COAL COMPANY, ET AL.)

I, A. J. Stevenson, 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 Forty-Two - - - - Dollars and Sixty - - - -Cents, in the case of Charles F. Thorpe, Trustee, et al. vs. Ogle Coal Company, 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 Marion 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.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

MADISON COUNTY TRUST CO.)
VS) # 12825 On Account of Change of Venue.
DUDLEY M. WILLISTON, ET AL.)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, which 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; Twelve - - - - Dollars and Fifty - - - - - Cents, in the case of Madison County Trust Co. vs. Dudley M. Williston, 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 Marion 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.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

MINNIE McHENRY)
VS) # 12823 On Account of Change of Venue.
PEOPLES MOTOR COACH CO.)

I, A. J. Stevenson, 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 accounty 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: Seven - - - -Dollars and Fifty - - - - Cents, in the case of Minnie McHenry vs. Peoples Motor Coach 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 Marion 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.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana.

NETTIE WALKER)
VS) # 12697 *This account withdrawn, filed in Sept. 1930. see O.B. 79 Page 431-432 (Frank Tucka, clerk)*
AMELIA GREENEN, ET AL.)

I, A. J. Stevenson, 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 Seventy-Two - - - - - - - Dollars and Ninety - - - - - - - Cents, in the case of Nettie Walker vs. Amelia Greenen, 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 Marion 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 be his sufficient voucher and authority for so doing.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

HORACE B. WOOD)
VS) # 12983 On Account of Change of Venue.
FRANCES K. WOOD)

I, A. J. Stevenson, 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: Twenty-Four - - - - Dollars and- - - - - - Cents, in the case of Horace B. Wood vs. Frances K. Wood 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

WILLIAM COLLINS, BY HIS)
NEXT FRIEND WALTER A.)
COLLINS.)
VS) # 13189 On Account of Change of Venue.
GEM COAL COMPANY.)

I, A. J. Stevenson, Judge of the 55th Judical 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 Ninety-One - - - - - - - - Dollars and _____Cents, in the case of William Collins, by his next friend Walter A. Collins vs. Gem Coal 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 Marion 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 authorityfor so doing.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

MARY DELP, A MINOR BY HER NEXT)
FRIEND, WILLIAM H. DELP.)
VS)# 13087 On Account of Change of Venue.
BERNEZ RATHKE AHRBECKER, ET AL.)

I, A. J. Stevenson, 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, to wit: Twelve - - - - -Dollars and Fifty - - - - Cents, in the case of Mary Delp, a minor by her next friend William H. Delp vs. Bernez Rathke Ahrbecker, 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

RUTH A. WECHT)
VS) # 12971 On Account of Change of Venue.
ARTH B. COOKE)

I, A. J. Stevenson, 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: Three Hundred Sixty-Nine - - - - - - - Dollars and Twenty-Five - - - - -Cents, in the case of Ruth A. Wecht vs. Arth B. Cooke 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

HETHERINGTON & BERNER, INC.)
VS) # 13129 On Account of Change of Venue.
CAPITOL CITY GRAVEL CO.)

I, A. J. Stevenson, 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 Ninety-Three - - - - - - - Dollars and Ninety - - - - -Cents, in the case of Hetherington & Berner, Inc. vs. Capitol City Gravel 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 Marion 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.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

JEANNETTE THARP)
VS) # 12997 On Account of Change of Venue.
CHARLES THARP)

I, A. J. Stevenson, 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: Twelve - - - - -Dollars and Fity - - - -Cents, in the case of Jeannette Tharp vs. Charles Tharp 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 Marion 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.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana.

EDWARD GROSS)
VS) # 13210 On Account of Change of Venue.
ELLA GROSS)

I, A. J. Stevenson, 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: Twleve - - - - -Dollars and Fifty - - - -Cents, in the case of Edward Gross vs. Ella Gross 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 Marion 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.

A. J. Stevenson, Judge 55th Judicial Circuit of Indiana.

CHRISTINE INNES)
VS) # 12980 On Account of Change of Venue.
RALPH RANDEL, ET AL.)

I, A. J. Stevenson, 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 Putnam 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: Two Hundred Forty-Six - - - - -Dollars and _____Cents, in the case of Christine Innes vs. Ralph Randel, 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 Putnam in said State, and the Auditor of said County of Putnam is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Putnam in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

CLARA A. GILBERT AS ADMR. OF THE)
EST. OF CLARENCE A. GILBERT, DEC.)
VS) # 12990 On Account of Change of Venue
ELWOOD POLLOM)

I, A. J. Stevenson, 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 Putnam 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: Two Hundred Twelve - - - - - - Dollars and Ten - - - -Cents, in the case of Clara A. Gilbert as Admr. etc. vs. Elwood Pollom is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Putnam in said State, and the Auditor of said County of Putnam is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Putnam in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

LILLIAN BAILEY)
VS) # 13121 On Account of Change of Venue.
JOHN P. CARR)

I, A. J. Stevenson, 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 Forty-One - - - - - -Dollars and Sixty - - - - -Cents, in the case of Lillian Bailey vs. John P. Carr 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 Marion 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.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

FRANK P. FOX)
VS) # 12993 On Account of Change of Venue.
HAROLD C. BRANDT, ET AL.)

I, A. J. Stevenson, 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 Ninety-Two - - - - - -Dollars and Ten - - - - - Cents, in the case of Frank P. Fox vs. Harold C. Brandt, 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

LEON T. LEACH)
VS) # 12942 On Account of Change of Venue.
CARLOS C. HAMMOND, ETC.)

I, A. J. Stevenson, Judge the 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 Twenty-Four - - - - - - - Dollars and Eighty - - - - -Cents, in the case of Leon T. Leach vs. Charles C. Hammond, 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

GEORGE A. SHEEHAN)
VS) # 13139 On Account of Change of Venue.
JOHN P. SEARS, ET AL.)

I, A. J. Stevenson, 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 Twenty - - - - - Dollars and Forty - - - - -Cents, in the case of George A. Sheehan vs. John P. Sears, 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

GRACE JOHNS)
VS) # 13011 On Account of Change of Venue.
HERBERT JOHNS)

I, A. J. Stevenson, 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 thins correct, and the account thereof, to wit: Twelve - - - - Dollars and Fifty - - - Cents , in the case of Grace Johns vs. Herbert Johns 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

MICHAEL M. MAHONEY)
VS) # 13125 On Account of Change of Venue.
INDIANA MOTOR BUS CO.)

I, A. J. Stevenson, 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: Twelve - - - - Dollars and Fifty - - Cents, in the case of Michael M. Mahoney vs. Indiana Motor Bus 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 Marion is hereby ordered 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

THE CONTINENTAL NATIONAL BANK)
OF INDIANAPOLIS.)
VS) # 12956 On Account of Change of Venue.
ARTHUR BAYNHAM)

I, A. J. Stevenson, 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: Twelve - - - - -Dollars and Fifty - - - - -Cents, in the case of The Continental National Bank of Indianapolis, vs. Arthur Baynham 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 Marion 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.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

JAMES W. THOMAS)
VS) # 13088 On Account of Change of Venue.
THE CITY OF INDIANAPOLIS)

I, A. J. Stevenson, 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: Seven - - - - Dollars and Fifty - - - Cents, in the case of James W. Thomas 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 Marion 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.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

STATE OF INDIANA ON RELATION OF THE)
BOSTON TERRIER CLUB OF INDIANAPOLIS,)
INDIANA.)
VS) # 12948
VELMA E. HENRY)

I, A. J. Stevenson, 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: Twenty-Four - - - - -Dollars and _____Cents, in the case of State of Indiana on Relation of The Boston Terrier Club of Indianapolis, Indiana vs. Velma E. Henry 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 Marion 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.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

BERNARD STROYMAN)
VS) # 12621 On Account of Change of Venue.
ABE GREENSPAN)

I, A. J. Stevenson, 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 Sixteen - - - - - -Dollars and _____ Cents, in the case of Bernard Stroyman vs. Abe Greenspan is now audited and alowed 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 Marion 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.

A. J. Stevenson,
Judge 55th Judicial Circuit of Indiana.

STATE OF INDIANA)
VS) # 12235 On Account of Change of Venue.
FOREST BUSHONG, ET AL.)

I, A. J. Stevenson, 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: Twelve - - - - - -Dollars and Fifty - - - - -

Cents, in the case of State of Indiana vs. Forest Bushong, 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

HAZEL SMITH)

VS) # 13259 On Account of Change of Venue.

MORTON B. SMITH)

I, A. J. Stevenson, 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: Nineteen - - - - - Dollarsand _____Cents, in the case of Hazel Smith vs. Morton B. Smith 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

THE STATE OF INDIANA)

VS) # 7038 On Account of Change of Venue.

JAMES LIPSCOMB)

I, A. J. Stevenson, 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: Five Hundred Thirty-Three- - - - - - - Dollars and Fifty-Five - - - - -Cents, in the case of The State of Indiana vs. James Lipscomb 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

HAVENS & GEDDES CO.)

VS) # 12447 On Account of Change of Venue.

FRANK L. LITTLETON, ET AL.)

I, A. J. Stevenson, 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, and 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: Twelve - - - - - - Dollars and Fifty - - - - -Cents, in the case of Havens & Geddes Co. vs. Frank L. Littleton, 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 Marion is hereby ordered and directed to issue his warrant upon the Reasurer 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

S. S. KRESGE COMPANY)

VS) # 12364 On Account of Change of Venue.

CAREY S. FRYE AND)

EDWARD E. FRYE)

I, A. J. Stevenson, 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: Seven - - - - - Dollars and Fifty - - - - - Cents, in the case of S. S. Kresge Company vs. Carey S. Frye and Edward E. Frye is now audited and allowd 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

CLEMSON A. SHUBART)

VS) #12775 On Account of Change of Venue.

CITY OF INDIANAPOLIS)

I, A. J. Stevenson, 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 Ninety-One - - - -Dollars and Twenty - - - -Cents, in the case of Clemson A. Shubart vs. 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 Marion 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.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open Court.

A. J. Stevenson, Judge.

Monday Morning, September 21st, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS) # 13346
JOHN SMITH, TRUSTEE)
OF EEL RIVER TOWNSHIP)
ET AL.

Come now the defendants, by counsel, and the Court does now overrule the demurrer, to which ruling the said defendant seperately and severally excepts.

HORACE L. HANNA, REC.)
VS) # 12734
WILLIAM RANDOLPH COX, ET AL)

Come now the defendants, Fannie Cox Farrell and William Randolph Cox, by counsel, and each files its appeal bond, which appeal bonds are in the words and figures following, to-wit: (H.I.)

And the Court having examined said appeal bonds and being sufficiently advised in their premises, does now approve the same.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, September 22nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BEATRICE ADAMS)
VS) # 13344
C. C. C. & ST. L.)
RAILWAY COMPANY.)

Come now the parties, by counsel, and the Court orders examinations and depositions on file in this cause published.

RUTH CLARKSON)
VS) # 13341
ABIJAH SELLARS)

Come now the parties, by counsel, and strike off counties on change of venue and Boone County remains, and this cause is now sent to Boone County on change of venue, and five days are given the defendant in which to pay the costs and perfect the change.

THE SARGENT-GERKE COMPANY)
VS.) # 13356 Judgt. vs Deft. for $655.00 and Costs.
LYLE B. DOTY) J. D. 15, Page 266.

Comes now the plaintiff, by Chas. V. Sears, its attorney, and shows to the court that said defendant was duly served with process on the First paragraph of complaint herein more than ten days before the first day of the September Term, 1931, of this court, and that he was duly served with process on the second paragraph of complaint herein more than ten days before the 21st day of September, 1931, same being the 13th Judicial day of said September Term, 1931, of this court, said date being the date indorsed on the said second paragraph of complaint herein for return day of said summons.

And now said cause coming on for trial the defendant is, by order of the court, in open court, by the sheriff, three times loudly called but come not and herein wholly makes default.

And the court having heard the evidence and being sufficiently advised and informed in the premises finds for the plaintiff, and that the allegations of each paragraph of its complaint herein are true, and that there is due plaintiff from defendant on the First paragraph of its complaint the sum of $573.61 of principal and interest, and the further sum of $50.00 for attorney's fees, a total sum of $623.61, and that there is due plaintiff on its second paragraph of complaint the sum of $31.39 of principal and interest.

It is, therefore, considered, adjudged and decreed by the court that plaintiff have and recover of and from said defendant said sum of Six Hundred Twenty-three and 61/100 ($623.61) Dollars without relief from valuation or appraisement laws, and the further sum of Thirty-one and 39/100 ($31.39) Dollars, a total sum of $655.00, together with its costs of suit.

All of which is considered, adjudged and decreed by the court.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, September 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BEATRICE ADAMS)
VS) # 13344
C. C. C. & ST.)
L. RAILWAY CO.)

Come now the parties, by counsel, and this cause coming on for trial, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: Hobart Walton, Charles B. Hill, J. H. Robbins, Elmer Jenkins, Hubert Sawyer, Ernest Rynerson, Ben Edmonson, Frank Ballard, Carl Mitchell, George Henning, Warren Oden and John Ellett, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to sell and truly try the issues joined herein and true verdict given according to law and the evidence adduced.

And after hearing a part of the evidence in this case, the jury is permitted to separate under proper instructions, touching their conduct during such separation until 9:00 o'clock A. M. Thursday, September 24th, 1931.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Thursday Morning, September 24th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

BEATRICE ADAMS)
VS) # 13344
C. C. C. & ST.)
L. RAILWAY CO.)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of the evidence is continued.

The jury is again permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Friday, September 25th, 1931.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS.)
VS) # 13357
BASCOM WALKER McCLAIN, ET AL)

Comes now the the plaintiff, by counsel, and the defendants are ruled to answer on or before October 3rd, 1931.

JOHN C. PERKINS AND FLOYD G.)
PERKINS, A PARTNERSHIP DOING)
BUSINESS UNDER THE NAME AND)
STYLE OF J. C. PERKINS & SON)
VS) # 13363
THOMAS J. CASSERLY)

Come now the plaintiffs, by counsel, and the defendant is ruled to answer on or before October 1st, 1931.

THE STATE OF INDIANA)
VS) # 7120
DENZIL HILDEBRAND)

Comes now said Honorable C. V. Sears, herein, and accepts said appointment and qualifies as such special judge and assumes jurisdiction of said cause, which qualifications are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
Sept. Term, 1931

The State of Indiana)
AGAINST) No. 7120
Denzil Hildebrand)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this cause, do hereby appoint Chas. V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Sept. 24 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Chas. V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of The State of Indiana against Denzil Hildebrand so help me God.

Chas. V. Sears

Subscribed and sworn to this 24" day of Sept. 1931 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.

Clerk Hendricks Circuit Court.

CAREY & COX)
VS) # 13324 Judgt. vs Deft. for $100.00 and Costs.
JOHN D. PALMER) J. D. 15, Page 267

Come now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following,to-wit:(H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence, and being duly advised, finds for the plaintiffs, and that there is due the plaintiffs from the defendant on the account sued on the sum of $100.00, and that the plaintiffs are entitled to a personal judgment against the defendant John D. Palmer for said amount together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiffs have and recover of and from the defendant, John D. Palmer, the sum of $100.00, together with the costs for this action, taxed at _____dollars and _____cents.

And court adourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, September 25th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EDWARD NEVINS, ADMR.)
ETC., ET AL.)
VS) # 13195
AUTOMOBILE UNDERWRITERS,)
INC., ET AL.)

Come now the parties, by counsel, and the Court being sufficiently advised, does now sustain plaintiffs' motion for change of venue of this case from the county.

And now said parties, by counsel, strike off adjoining counties and Boone County remaining, this cause is now sent on change of venue to Boone County, Indiana, and the defendant is given three days in which to perfect the change.

BEATRICE ADAMS)
VS) # 13344
C. C. C. & ST.)
L. RAILWAY CO.)

Come now the parties, by counsel, and the jury is again brought into open court, and the taking of the evidence is continued.

And after hearing a part of the evidence in this case, the jury is permitted to separate under proper instructions as to their conduct during such separation until 9:00 o'clock A. M. Saturday, September 26th, 1931.

ELLA M. CAMPBELL.) Entry on Hearing on Temporary Restraining Order.
VS) # 13383 Judgt. vs Deft. for $25.00 per week.
GEORGE G. CAMPBELL.) J. D. 15, Page 267.

Come now the parties in the above entitled cause of action and by agreement of the parties the restraining order heretofore issued in this cause is made permanent until the said cause is finally disposed of.

It is further agreed that the defendant shall pay the sum of $25.00 each week to the plaintiff, Ella M. Campbell, for her support and for the support of the children during the pendency of this action, and that the first payment shall be made on September 26, 1931, and each week thereafter a like sum during the pendency of this action.

And now the court adjudges that the foregoing agreements be and they are hereby made the judgment and order of this court.

And court adjourned until 9:00 o'clock A. M. Saturday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, September 26th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BEATRICE ADAMS)
VS) # 13344
C. C. C. & ST.)
L. RAILWAY CO.)

Comes now the parties, by counsel, and the jury is again brought into open Court,and the evidence is continued and concluded.

At the close of said evidence, the plaintiff asks the Court to instruct in writing and to give instructions one to five inclusive. The defendant tenders instructions from one to forty-six, and the Court indicates before argument of counsel, what instructions will be given and which refused.

Arguments of counsel are heard, and at the close of said arguments,the Court instructs the jury in writing and gives of the instructions tendered by the plaintiff instructions numbered 1, 3, 4 and 5 to which giving of each one of which the defendant objects and excepts. And the Court refuses to give of the instructions tendered by the plaintiff instruction numbered two, to the refusal of which the plaintiff objects and excepts. And the Court gives of the instructions tendered by the Court numbers 2, 5, 6, 8, 10, 40, 41, 15, 16, 17, 21, 28, 36, 37, 39, 42, 45 and 46, to the giving of each one of which the plaintiff objects and excepts. And the Court refuses to give of other instructions tendered by defendant to which refusal the defendant excepts. And the Court gives of its own motion instructions numbered one to six inclusive, to the giving of each of which the plaintiff excepts.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.)

At the close of all instructions, the jury retires to its room in charge of a sworn officer to deliberate on a verdict. And afterwards the jury is again conducted into open Court and returns a verdict for the defendant, which verdict is in the words and figures following, to-wit:

BEATRICE ADAMS)
VS) Cause No. 13344.
C. C. C. & ST. L. RY. CO.)

We, the jury, find for the defendant.

J. B. Edmondson
Foreman.

CHAMPION CO.)
VS)# 13286 Judgt. vs Deft., Lyle Doty for $61.10 and Costs.
LYLE DOTY) J. D. 15, Page 267.
WILLIAM BURCHAM)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in the words and figures following, to-wit: (H.I.). That the defendant, Lyle Doty has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the said defendant, Lyle Doty is three times audibly called in open Court but come not, and herein wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff against the defendant, Lyle Doty, one of the defendants herein, and that there is due said plaintiff therein, the sum of $61.10 of principal and interest, and that the plaintiff is entitled to a personal judgment against said defendant, Lyle Doty, for the sum of $61.10, together with the court costs. Action as to the other defendant, William Burcham is by the Court continued.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Lyle Doty, the sum of $61.10, together with the costs of this action taxed at_____dollars and _____cents.

MARY D. KURTZ)
VS) # 12215
LYELL KURTZ)

Comes now the plaintiff in person and by counsel, and comes also the defendant in person, and after hearing all of the evidence, the Court does now find for the defendant, Lyell Kurtz, and said defendant is discharged.

Charles V. Sears, Special Judge.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, September 28th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

OREN DEER)
VS) # 12705
DEAN WEHNER)

Comes now the defendant, by counsel, and files motion to dismiss the complaint, which motion is in the words and figures following, to-wit: (H.I.).

CHESTER HAMMER)
VS) #13108 Judgt. vs Pltf. for Costs.
HENRY CLARKESTON) J. D. 15, Page 267.

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

BUR F. HINTON, ADMINISTRATOR)
OF THE ESTATE OF JACOB HINTON,)
DECEASED.)
VS) # 13244 Judgt. vs. Defts. for $23.00 and Costs.
MASON BRYANT AND WILLIAM JEAN) J. D. 15, Page 268.
BRYANT.)

Come now again the parties by their respective counsel and court having heretofore heard the evidence in the above entitled cause and having taken the same under advisement does now find as follows:

That the plaintiff is entitled to recover possession from the defendants the sum of $23.00, being the amount of money deposited in the Roachdale Bank to the credit of Jacob Hinton on the date of the death of said decedent.

The court further finds that the said plaintiff is entitled to the possession of the share of certificate in the Ladoga Building, Loan, Fund & Savings Association in the sum of $200.00 and which certificate is held by said bank as collateral for a loan of said decedent.

The court further finds that the defendants are entitled to possession of all the certificates of stock in the Ladoga Building, Loan, Fund & Savings Association aggregating the sum of $2,000.00 and that said defendants are entitled to the possession of the note and mortgage, which note was dated on or about the 12th day of January, 1929, payable to the order of Jacob Hinton and signed by Earl H. Roberts and Marie M. Roberts and also the mortgage executed by the said Earl H. Roberts and Marie Roberts both of said instruments running to Jacob Hinton and said mortgage being on the East half of the Northeast quarter of Section 23, Township 17 North of Range West situated in Montgomery County in the State of Indiana.

The court further finds that said defendants are entitled to the possession of all the money which was in the pocket book of said Jacob Hinton

at the time of his death and that the defendants are entitled to the possession of the gold watch and the wooden chest with lock and key which the defendants took possession of shortly before the death of the said Jacob Hinton, deceased.

It is therefore ordered, adjudged and decreed by the court that the plaintiff recover the possession from the defendants the sum of $23.00 in money, the same being the money which was on deposit to the credit of said decedent at the time of decedent's death, and that the plaintiff, as administrator of the estate of Jacob Hinton, deceased, is entitled to the possession of the certificate of stock of $200.00 in the Ladoga Building, Loan, Fund & Savings Association subject to any rights of the Roachdale Bank of Roachdale, Indiana.

It is further ordered, adjudged and decreed by the court that the defendants are entitled to the possession of all the remaining certificates of shares of the Ladoga Building, Loan, Fund & Savings Association of Ladoga, Indiana, aggregating the sum of $2000.00 and which certificates are now in the possession of said defendants.

It is further ordered, adjudged and decreed that the defendants are entitled to possession of the pocket book and all the money contained therein which is now in possession of the defendants and that said defendants are also entitled to possession of a certain gold watch, described in plaintiffs complaint and the wooden chest described in plaintiff's complaint and which are now in the possession of the defendants.

It is further ordered, adjudged and decreed by the court that the defendants pay to the plaintiff herein whatever sums are necessary to pay the debts of said decedent and the necessary costs of administration in addition to the assets in the hands of said administrator including said certificate of the Ladoga Building, Loan, Fund & Savings Association in said Roachdale Bank.

It is further ordered, adjudged and decreed by the court that the defendants pay the costs of this action taxed at $_____; all of which is fully, finally, ordered, adjudged and decreed.

Fred C Gause

Fred C. Gause Special Judge.

FERN MITCHELL, ET AL)
VS) # 13206
ROBERT L. WORRELL)

Comes now again the plaintiffs, in the above entitled cause, by their counsel Edgar M. Blessing and it appearing to the court by the summons and the return of the sheriff endorsed thereon that the defendant Robert L. Worrell was served with process more than 10 days before the 1st day of April, 1931, which was the day fixed by the plaintiffs, by endorsement on their complaint, for the return day thereon, which summons and the return of the sheriff endorsed thereon are in the words and figures as follows, to-wit: (H.I.)

And now the defendant being three times loudly called in open court comes now but herein wholly makes default. And this cause is now 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 plaintiffs are each the owner of an undivided 1/14 interest in the real estate described in the complaint and hereinafter described and that the defendant is the owner of an undivided 1/2 interest in said real estate.

The court further finds that said real estate is not susceptible of partition and that the interest of the several parties can not be set off to them in severalty without damage to the rest and the court further finds that said real estate is of the probable value of $5000.

It is therefore considered and adjudged by the court that said real estate, to-wit:

All that part of the Southeast quarter of the Southwest quarter and the East half of the Southwest quarter of the Southwest quarter of Section 16, Township 16 North, Range 1 East, that lies north of the adjacent to the Indianapolis, Decatur and Springfield Railroad; Also,

A part of the West half of the Southwest quarter of Section 16, Township 16 North, Range 1 East bounded and described as follows, to-wit: Beginning 22 rods and 13 feet north of the center south of the Southwest Quarter of the Southwest quarter of said Section 16, and running thence North 22 rods and 4 feet; thence West 4 rods; thence South 22 rods and 4 feet; thence East to the place of beginning; Also,

Lot No. 20 in Block 158, in Section A, of the town of Beech Grove, as per Plat thereof recorded in Plat Book 14, at page 108, in the office of the Recorder of Marion County, Indiana.

be appraised as provided by law and be sold at private sale by a commissioner who shall give not less than 2 weeks notice in a weekly newspaper in Hendricks County, Indiana, and a notice of one publication each week for 2 weeks in a public newspaper in the County of Marion, State of Indiana, and that said land shall be sold for not less than the appraised value thereof upon the following terms: 1/3 cash in hand, 1/3 in one year and 1/3 in two years from the date of the sale, or at the option of the purchaser; he may pay the full purchase price in cash. If the purchaser thereof shall by said land upon installments then the purchaser shall secure all of said deferred payments by notes drawing interest at the rate of 6% per annum from date with good and sufficient freehold security.

It is further considered and adjudged by the court that William Evans of Brownsburg, Indiana, be and he is hereby appointed commissioner to make sale of said real estate and that he give bond in the sum of $5,000.00 with surety to the approval of the court.

It is further considered and adjudged by the court that upon the sale of said real estate the said commissioner issue to the purchaser thereof a certificate of purchase if the same is sold upon deferred payments, and that upon full payment of the purchase money he execute to said purchaser a deed therefor and report the same to this court for approval.

It is further ordered and adjudged that from the proceeds of such sale the costs of this action be first paid, including a fee of $_____for plaintiff's attorney fees and that the balance be paid to the parties to this action in proportion equal to their several interests in said real estate. All of which is finally ordered, adjudged and decreed.

MARGARET HOOK)
VS) # 13251
FOURTH AVENUE AMUSEMENT CO.)

Come now the parties in person and by counsel, and this cause being at issue, the sheriff of this County is ordered to bring into open Court the following jurors for jury services, to-wit: Hobart Walton, Charles B. Hill, J. H. Robbins,

Elmer Jenkins, Hubert Sawyer, Bert Tharp, Ben Edmonson, Frank Ballard, Carl Mitchell, George Henning, Warren Oden and Walter Strickler, twleve good and lawful men, house-holders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally empanelled and sworn in open Court, to well and truly try the issues joined herein and the true verdict given according to law and evidence adduced.

Part of evidence heard.

And court adjourned until 9:00 o'clock A. M. Tuesday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, September 29th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

VELERA LACKEY)
VS) #13305
FORN LACKEY)

Comes now the plaintiff, by counsel, and files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7181
WALTER DETAMORE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and the Court fixes said defendant's bond at $1000.00.

THE STATE OF INDIANA)
VS) # 7185
ELSIE BASSETT)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Elsie Bassett, in person, and said defendant being duly arraigned in open Court says that she is not guilty of the offense charged.

Bond is fixed at $1000.00.

THE STATE OF INDIANA)
VS) # 7156 Judgt. vs Deft. for $10.00 Fine and Costs.
HERBERT GLADDEN) J. D. 15, Page 268.

Comes now the State of Indiana, Arny M. Watkins, prosecuting attorney, and comes also the defendant, Herbert Gladden, in person and by counsel, and said defendant for his plea says that he is guilty of the offense charged.

Whereupon the Court finds that said defendant is guilty of the offense as charged in the affidavit, and for the offense by him committed, should make his fine to the State of Indiana in the penal sum of Ten Dollars, and that he should be imprisoned in the State Penal Farm for a period of six months, and that he should pay the costs of this action, or stand committed until the same are staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Herbert Gladden, for the offense by him committed make his fine to the State of Indiana in the penal sum of Ten Dollars, and that he be and he is imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action taxed at _____dollars and _____cents, or stand committed until the same are staid or paid.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that he be permitted to goat liberty on probation so long as said defendant, Herbert Gladden behaves well.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, September 30th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ANSON G. MADDEN)
VS) # 13343
W. D. KIBLER TRUCKING CO.)

Comes now the defendant, by counsel, and the Court having examined said defendant's motion to make fourth amended complaint more specific, does now sustain the same as to items 1, 4, 5 and 6, and over-rules it as to items 2, 3 and 7, to which ruling of the Court the defendants except.

EDITH McMANN)
VS) # 13378 Judgt. vs Deft. for $6.00 per week and $50.00 Pltf's.
HENRY O. McMANN) Atty. fee. J. D. 15, Page 268.

Come now the parties, by counsel, and by agreement of said parties, the Court does now order the defendant to pay plaintiff for support of herself and children during the pendency of this action the sum of $6.00 per week, the first payment to be made on October 1st, 1931, and a like sum each Thursday thereafter, together with the further sum of $50.00 as a fee for the services of the plaintiff's attorney, same tobe paid on or before November 10th, 1931.

VELERA LACKEY)
VS) # 13305
FORN LACKEY)

Comes now the defendant, by counsel, and the Court having examined the plaintiffs motion for continuance, does now over-rule the same, to which ruling the plaintiff duly excepts.

This cause being set for trial, and the plaintiff failing to appear, she is now three times audibly called in open Court and fail to appear, is defaulted.

And the Court having heard the evidence in this case, does now take said cause under advisement.

MARGARET SANDER)
VS) # 12970
UNITED STATES)
CASUALTY COMPANY)

Come now the parties, by counsel, and the Court having examined the defendant's motion for a new trial, does now sustain the same, and a new trial is granted, to which ruling of the Court the plaintiff at the time duly excepts.

Zimri E. Dougan
Zimri E. Dougan Special Judge.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, October 1st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

HENRY H. UNDERWOOD)
VS) # 13277
A. EMMETT BLY, ET AL)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before October 10th, 1931.

HOME LUMBER COMPANY)
VS) # 13358
CHARLES H. COOK, ET AL)

Comes now the plaintiff, by counsel, and upon its motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed.

FRANK S. LIVEOAK)
VS) # 13291
HILA K. LIVEOAK)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

Comes now Arny M. Watkins, prosecuting attorney, and makes defense.

And this cause, being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

After hearing the evidence, this cause is taken under advisement.

THE STATE OF INDIANA)
VS) # 7021
ED INGLE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Ed Ingle, in person, and now said defendant tenders bond, conditioned for the performance of said order.

And the Court having examined said bond, and being duly advised in its premises, does now approve the same, and said defendant is ordered released, until further order of the Court.

THE STATE OF INDIANA)
VS) # 7186 Judgt. vs Deft. for $5.00 fine and costs.
ELSIE BASSETT) J. D. 15, Page 268.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting

attorney, and comes also the defendant, Elsie Bassett, herein, and said defendant being duly arraigned in open Court says that she is guilty of the crime charged.

Whereupon, the Court finds the defendant guilty of the crime charged, and said defendant should pay her fine to the State of Indiana in the penal sum of $5.00, and that she should pay the costs of this action, or stand committed until the same is staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Elsie Bassett, pay her fine to the State of Indiana in the penal sum of $5.00, and that she is further ordered to pay the costs of this action, taxed at committed dollars and ge is _____cents, or stand committed until the same is staid or paid.

IMPANELLING OF GRAND JURY FOR SEPTEMBER TERM, 1931.

The Clerk of this Court is ordered to issue a Venire for the Jurors of the Grand Jury, requiring them to be and appear in the Hendricks Circuit Court on Friday, October 2nd, 1931, at the hour of 9:00 o'clock A.M. on said date for jury duty.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, October 2nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE CRAWFORDSVILLE TRUST CO. A CORP.)
VS) # 12707
KATHRYN B. HOHENBERGER, ET AL.)

Comes now the receiver, heretofore appointed, by counsel, and files report and petition of Crawfordsville Trust Company for distribution, which report and petition is in the words and figures following, to-wit: (H.I.).

BETTY MARIE RHOADS)
VS)# 12835 Judgt. vs Pltf. for Costs.
HOBERT RHOADS) J. D. 15, Page 269.

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Betty Marie Rhoads, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now the plaintiff, by counsel, and the Court orders summons issued for the defendant, Florence Ross, to the sheriff of Montgomery County, Indiana, making the same returnable, October 15th, 1931.

CLARENCE MASSEY)
VS) # 13228
MURIEL GYGER)

Comes now the defendant, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

HARRY H. GREINER)
VS) # 13382 Judgt. vs Pltf. for Costs.
COZETTA GREINER ET AL.) J. D. 15, Page 269.

Comes now the plaintiff, by counsel, and upon his motion this caus is dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Harry H. Greiner, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

E. HARRY HUDSON)
VS) # 12651
WILLIAM P. OTT)
MARGARET H. OTT)

Comes now Thad S. Adams, herein, and withdraws his appears for the defendants.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by the indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court, but come not, and herein wholly makes default.

And this cause, being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

The Court does now hear a part of the evidence in this cause.

FLORENCE PLUMP)
VS) # 13191 Judgt. vs Pltf. for Costs.
UNIVERSAL FILM) J. D. 15, Page 269.
EXCHANGES, INC.) (This entry is of Oct. 3rd, 1931.)
ET AL.)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and the plaintiff, Florence Plump, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

PAULINE HARRISON)
VS) # 13317 Judge. vs Pltf. for Costs.
JOHN A. HOOK, ET AL) J. D. 15, Page 269 (This entry is of Oct. 3, 1931)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Pauline Harrison, is ordered to pay the costs of this action, taxed at _____dollars and_____cents.

CITIZENS STATE BANK)
STILESVILLE, INDIANA)
VS) # 13328 (This entry is of Oct. 3rd, 1931)
JAMES COBLE)

Comes now the plaintiff, by counsel, and upon its motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Thomson, Judge.

Saturday Morning, October 3rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS)
VS) # 13357
BASCOM WALKER McCLAIN, ET AL)

Comes now the defendant, Prudential Insurance Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.), and comes also the defendant Fannie Kreiger, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

ALLEN CAMPBELL)
VS) # 13387
DANIEL S. BOWEN)

Comes now the plaintiff, by counsel, and upon his motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, October 5th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EDGAR DITZENBERGER)
VS) # 13175
RICHARD HAMBURGER)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is now dismissed.

THE CENTRAL TRUST COMPANY)
GREENCASTLE, INDIANA.)
VS) # 13192
EZRA RAY)

Comes now the defendant, by counsel, and files answer and counterclaim, which answer and counterclaim is in the words and figures following, to-wit: (H.I.).

HAMET D. HINKLE)
VS) # 13292
CHESTER E. McCLURE, ET AL)

Come now the defendants, by counsel, and file third paragraph of answer, which third paragraph of answer is in the words and figures following, to-wit: (H.I.).

ORAL WILLIAMS)
VS) # 13389
MARIE PARKER)

Comes now the defendant, by counsel, and files motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

FIRST NATIONAL BANK)
OF COATESVILLE, IND.)
VS) # 13279 Judgt. vs Defts. for 235.40 and Costs.
O. H. CLINE,) J. D. 15, Page 270.
NANNIE B. CLINE,)
LORENA CLINE.)

Come now the parties in the above entitled cause by counsel and the defendant Nannie B. Cline files her cross-complaint of suretyship against the other defendants. Now this cause is submitted to the court for trial, finding and decree as between the plaintiff and the defendants on the issues now joined and the court, having inspected the proofs and being sufficiently and fully advised in the premises, finds for the plaintiff as against each of the defendants and that the plaintiffis entitled to recover from the defendants the sum of Two Hundred Dollars, ($200) principal, Four-

teen Dollars, ($14.00) in interest and Twenty One Dollars and forty Cents, ($21.40), attorneys fees on the note in suit, making a total of Two Hundred Thirty Five Dollars and Forty cents, ($235.40).

It is therefore considered and adjudged by the court that the plaintiff recover of the defendants the sum Two Hundred Thirty Five Dollars and Forty Cents, ($235.40) together with its costs in this behalf laid out and expended and taxed at _____Dollars and _____cents, all without relief from valuation or appraisement laws.

It is further ordered that this cause be continued as to the issues raised by the cross-complaints of the different defendants and that process be issued on said cross-complaints as against the defendants thereto, returnable on the __ day of _____, 1931.

CLARENCE MASSEY)
VS) # 13228
MURIEL GYGER)

Come now the parties, by counsel, and the said parties having struck off, and the Court being sufficiently advised, does now sustain said defendant's motion for change of venue from the County, and this cause is now sent to Putnam County. Three days are given to perfect the change.

DELILAH MILLER)
VS) # 12001 Judgt. vs Deft. for $513.65 and Costs.
LUKE W. DUFFEY) J. D. 15, Page 270.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant ot appear and answer said complaint, and said defendant is three times audibly called in open court but come not, and herein wholly makes default.

And this cause being at issue, the same 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, finds for the plaintiff and that there is due the plaintiff on note sued upon in plaintiff's complaint in principal and interest the sum of $495.00, and the further sum of $40.00 as a fee for the services of the plaintiff's attorney. The Court further finds that the plaintiff's attorney is indebted to the defendant in the sum of $21.35, which amount he should be entitled to have set-off against said fee, and that the plaintiff is entitled to a personal judgment against the defendant, Luke W. Duffey for the total sum of $513.65, together with the costs of this action without relief.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Luke W. Duffey, the sum of $513.65, together with the costs of this action, taxed at _____dollars and _____ cents, all without relief.

E. HARRY HUDSON)
VS) # 12651 Judgt. vs Defts. for $2530.00 and Costs.
WILLIAM P. OTT) J. D. 15, Page 270.
MARGARET H. OTT)

Comes now the plaintiff by his attorney and shows to the court by the summons issued in this cause together with the return of the sheriff thereon as follows, to-wit: (H.I.) and from which the court finds that the defendants William P. Ott and Margaret H. Ott were duly served with summons in this cause more than 10 days before the 20th day of April, 1929, on which date the summons was made returnable and that said defendants have failed to appear and answer or demur to the complaint. And said defendants are now each three times called and come not but herein wholly make default. And this cause is now submitted to the court for trial, finding, judgment and decree without the intervention of a jury,

And the court having heard the evidence and inspected the proofs now finds for the plaintiff as against both of the defendants on his first paragraph of complaint and that plaintiff is entitled to recover as against the defendants and each of them on his first paragraph of complaint the sum of $2530, together with his costs in this behalf laid out and expended. And the court finds against plaintiff on his second paragraph of complaint and that he is not entitled to recover and to have a decree thereon.

It is therefore considered and adjudged by the court that the plaintiff E. Harry Hudson recover of the defendants William P. Ott and Margaret H. Ott on the first paragraph of complaint the sum of $2530 together with his costs taxed in this case at _____ Dollars and _____ cents.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

_____ G. J. Stevenson _____,Judge.

Tuesday Morning, October 6th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

HORACE L. HANNA, REC.)
VS) # 12734
WILLIAM RANDOLPH COX, ET AL)

Come now the defendants, Laura L. Pike and Lillie D. Bell, by counsel, and each files her appeal bond, which appeal bonds are in the words and figures following, to-wit: (H.I.).

And the Court having examined said bonds and being sufficiently advised in their premises, does now approve the same.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

JAMES R. THOMAS)
VS) # 13162 (See page 540 for continuation of this entry.)
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Come now the parties, by counsel, and the evidence being heard, and by agreement of said parties injunctions is now being made permanent.

The receiver heretofore appointed, is now directed to pay of funds in his hands in the sum of $50.00 to R. V. Duncan, attorney, for J. W. Frazee, said receiver is to have immediate possession of all bills, receipts and sales.

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS)# 13346
JOHN SMITH, TRUSTEE)
OF EEL RIVER TOWNSHIP)
ET AL.

Come now the defendants, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

Comes also the plaintiff, by counsel, and files request for special finding of facts and conclusions of law, which request is in the words and figures following, to-wit: (H.I.).

This case being at issue the same is submitted to the Court for trial, finding and decree without the intervention of a jury. Evidence is heard in part.

JOHN O'MARA AND AMANDA)
ADELAIDE O'MARA)
VS) # 13334 Judgt. vs Defts., Vencel Batic and Anna Batic,
VENCEL BATIC, ANNA BATIC,) his wife, for $4848.80 and Costs.
HIS WIFE, AND MATTIE VAUGHT) J. D. 15, Page 270.

Comes now again the plaintiffs in the above entitled cause of action and it appearing to the court from the summons and the return of the Sheriff endorsed thereon that the defendants were served with process for more than 10 days before the 7th day of September, 1931, being the date endorsed on plaintiff's complaint for the return day of summons thereon, which said summons and return thereon are in the words and figures as follows; to-wit: (H.I.)

And the defendants now each being three times loudly called in open court come not but herein wholly make default. And this cause 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 for the plaintiffs and that the allegations of plaintiff's complaint are true and that there is due plaintiffs from the defendants, Vencel Battic and Anna Batic, his wife, the sum of $4548.80 as principal and interest and the further sum of $300.00 as fees for services of plaintiff's attorney and which sums plaintiffs are entitled to recover from the last named defendants together with the costs of this action; all without relief from valuation or appraisement laws.

And the court further finds that said sums are secured by a mortgage upon the real estate described in plaintiff's complaint and that plaintiffs are entitled to have said mortgage foreclosed and said real estate sold.

The court further finds that the defendant Mattie Vaught holds a lien for taxes paid upon said real estate in the sum of $_____ which lien is superior to the lien of the plaintiffs, in this cause, and that subject to said lien plaintiffs are entitled to have their mortgage foreclosed as against all of said defendants.

It is therefore considered and adjudged by the court that the plaintiffs shall recover of and from said defendants, Vencel Batic and Anna Batic, his wife, the sum of $4848.80 together with the costs of this action and all accruing costs without relief from valuation or appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of said defendants and of all persons claiming off, from or through them in and to the real estate described in the complaint lying and being in the County of Hendricks, state of Indiana, and described as follows; to-wit:

> A part of the East half of the Northwest quarter and a part of the West half of the Northeast quarter, all in Section 19, Township 16 North, Range 2 East, bounded and described as follows, to-wit: Beginning at Northeast Corner of the East half of the Northwest quarter of said Section 19, and running thence West on the North line thereof 26 rods; thence South parallel with the East line of said half quarter Section 160 rods to the South line thereof; thence East 50½ rods; thence North parallel with the West line of the West half of the Northeast quarter of said Section 160 rods and to the North line of said last named quarter Section; thence West parallel with the North line of said half quarter Section 24½ rods and to the place of beginning, estimated to contain 50½ acres, more or less.

be and the same is forever barred and foreclosed and that said described real estate and all the right, title, interest and claim of said Vencel Batic and Anna Batic, his wife, in and to said real estate, or so much thereof as may be necessary for that purpose shall be sold by the Sheriff of said County of Hendricks, state of Indiana, as other lands are sold on execution, the sale to be without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed by the court that the lien of Mattie Vaught, on the sale of said real estate, be transferred from said real estate to the proceeds arising therefrom.

The proceeds arising from said sale to be applied as follows, to-wit: First: To the payment of the costs and accruing costs herein. Second: To the payment of the Lien of Mattie Vaught in the sum of $69.27. Third: To the payment of the amount found due the plaintiffs on the claims sued upon herein, being the amount of the judgment hereinbefore rendered, together with interest from this date. Fourth: The over-

plus, if any there be, to be paid by the Sheriff to the Clerk of the court for the use of the party lawfully entitled and authorized to receive the same.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest and accruing costs, after the payment of the lien of Mattie Vaught, the residue thereof remaining unpaid shall be levied on the goods and chattels and lands and tenements of said defendants, Vencel Batic and Anna Batic, his wife, and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

And the court being further advised in the premises finds that said land and mortgaged premises are not sufficient in value to fully pay and satisfy the mortgage debt and that the mortgagor is insolvent.

It is therefore ordered, adjudged and decreed that _____ be, and he is hereby, appointed as receiver herein to collect and receive and hold until further order by the court all the rents now due and unpaid and the rents and profits of said mortgaged premises during the year for redemption.

It is further ordered that tenant or renants and any and all 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.

JAMES R. THOMAS)
VS) # 13162
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Comes now Grant G. Martin, Receiver in the above entitled cause, and also come James R. Thomas, by his attorney, Otis E. Gulley, and the defendant John W. Frazee in person, and by his attorney, Russell B. Duncan and also comes defendant, Lillie Bell Stone Frazee, by Russell V. Duncan, her attorney, and the matter of the petition of the said receiver, Grant G. Martin, for an injunction against the defendants, having been set for hearing, by agreement of parties, the same is now submitted to the court for trial, finding, judgment and decree, and the court having heard the evidence and being fully advised in the premises, finds for Grant R. Martin, receiver herein, and that the allegations of his petition herein are true, and that the prayer thereof should be granted.

It is therefore ordered, adjudged and decreed by the court that said defendant, John W. Frazee,be, and he is hereby permanently enjoined from in any way intertering with Grant G. Martin, Receiver, in the above entitled cause, in receiving, handleing and holding or using the money received from the sale of the personal property sold at the sale held by the said John W. Frazee, as set out in Receiver's petition filed herein, and it is further ordered that the said Grant G. Martin shall have the possession, custody and control of all funds of said sale, whereever they may now be deposited.

It is further ordered and decreed by the court that the said Grant G. Martin shall have the full right and authority to receive said funds whereever they may be found without the approval or consent of the said John W. Frazee.

It is further ordered and decreed by the court that the said Grant G. Martin pay out of said funds to the order of Russell V. Duncan, attorney, for the said John W. Frazee, the sum of $50.00, and that the receiver recover his costs of his petition filed herein against the said John W. Frazee taxed at _____ DOLLARS and _____cents.

And court adjourned until 9:00 o'clock A. M. Wednesday,

Record read and signed in open court.

G. J. Stevenson _____,Judge.

Wednesday Morning, October 7th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FERN MITCHELL, ET AL)
VS) # 13206
ROBERT L. WORRELL)

Comes now the commissioner, heretofore appointed, by counsel, and files bond, which bond is in the words and figures following, to-wit: (H.I.).

And the Court having examined said bond and being sufficiently advised in its premises, does now approve the same, and the said William F. Evans does now qualify as such commissioner and enters upon discharge of his duties.

FRANK BARTLETT)
VS) # 13321
ALBERT D. WIXSON)

Comes now the defendant, by counsel, and files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.).

NEWTON POWELL)
VS) # 13330
WALTER W. SIMMONS, ET AL)

Comes now the defendant, Hamilton, Harris & Company, by counsel, and files special appearance and plea in abatement, which special appearance and plea in abatement is in the words and figures following, to-wit: (H.I.).

HATTIE TARVER)
VS) # 13332
ALMA KITTLE, ET AL)

Comes now the defendant, Indianapolis Street Railway Company, by counsel, and files motion for a physical examination of the plaintiff, which motion is in the words and figures following,to-wit: (H.I.).

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFIT)
VS)# 13346
JOHN SMITH, TRUSTEE)
OF EEL RIVER TOWNSHIP)
ET AL.

Come now again the parties, in person and by counsel, and the taking of the evidence is continued.

And the Court does now adjourn until 9:00 o'clock A. M. Thursday, October 8th, 1931.

Wednesday, October 7th, 1931, and the 27th day of the September Term, 1931.

DRS. W. M. AND O. B. O'BRIEN)

VS) # 13287 Judgt. vs Deft. for $62.00 and Costs.

ELMER MASTEN) J. D. 15, Page 271.

Come now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court, but come not, and herein wholly makes default.

And this cause being at issue, 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 evidence, and being duly advised, finds for the plaintiffs and that there is due said plaintiffs from the defendant on account sued upon the sum of $62.00, and that the plaintiffs are entitled to a personal judgment against the defendant, Elmer Masten, together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiffs have and recover of and from the defendant, Elmer Masten, the sum of $62.00, together with the costs for this action, taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Thursday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday, October 8th, 1931, and the 28th day of the September Term, 1931.

Thursday Morning, October 8th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BREWER HICKS)

IVAN HUNT)

RHOLLA L. PROFFIT)

VS) # 13346

JOHN SMITH, TRUSTEE)

OF EEL RIVER TOWNSHIP ET AL.)

Come now again the parties, in person and by counsel, and the taking of evidence is continued and concluded.

And the Court having heard all of said evidence, does now take this cause under advisement.

And court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, October 9th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

GEORGE F. SWAIM)
VS) # 12989
FRED CLARK)

Comes now the defendant, by counsel, and files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.).

HENRY H. UNDERWOOD)
VS) # 13277
A. EMMETT BLY, ET AL)

Comes now the defendant, Eagle Investment Company, by counsel, and files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

CARL EADS ET AL)
) # 12852
EXPARTE DRAIN)

Comes now the construction commissioner herein and files his report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report and being sufficiently advised in its premises now approves the same.

And now said construction commissioner is discharged from his bond and trust herein.

HAMET D. HINKLE)
VS) # 13292
CHESTER E. McCLURE, ET AL)

Comes now the plaintiff, by counsel, and files reply to the third paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

Comes also the defendants, by counsel, and this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury. And the Court having heard all of the evidence, does now take this cause under advisement.

THE STATE OF INDIANA)
VS) # 7182
HAROLD WALDEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also Harold Walden, in his own proper person and by counsel, and this cause being at issue, 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 evidence in this case, the same is

taken under advisement.

HORACE L. HANNA, RECEIVER,)
ETC.)
VS) # 12734
WILLIAM RANDOLPH COX, ET AL)

Comes now the defendant, John T. Sawyer, by counsel, and files his appeal bond, which appeal bond is in the words and figures following, to-wit: (H.I.).

And the Court having examined said bond and being sufficiently advised in its premises, does now approve the same.

Zimri E. Dougan
Zimri E. Dougan, Special Judge.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, October 10th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FRANK S. LIVEOAK)
VS) # 13291 Judgt. vs Pltf. for Costs.
HILA K. LIVEOAK) J. D. 15, Page 271.

Come now again the parties, by counsel, and the Court having heretofore heard the evidence adduced by the plaintiff in support of the allegations in his complaint contained, and being fully advised and informed in the premises, doth now find that the facts, as set forth in plaintiff's complaint, are true and that plaintiff is entitled to a divorce from the defendant upon the grounds and for the reasons set forth in his said complaint.

It is therefore adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant be and they are hereby set aside and held for naught and the plaintiff is granted an absolute divorce from the defendant.

It is adjudged that the plaintiff pay the costs of this action taxed at ___ _____dollars and _____cents, which costs he does now pay to the Clerk.

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

THE STATE OF INDIANA)
VS) # 7182 Judgt. vs Deft. for Costs.
HAROLD WALDEN) J. D. 15, Page 271.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, in his own proper person, and the Court being duly advised, does now find the said defendant, Harold Walden guilty of the offense charged in the affidavit. And there being no reason shown why sentence should not be passed, the Court does now find that the defendant for the offense by him committed should be imprisoned in the Indiana State Farm for a period of one year, and that he should pay the costs of this action or stand committed until the same are staid or paid.

It is, therefore, considered and adjudged by the Court that the defendant, Harold Walden, for the offense by him committed, be, and he is hereby imprisoned in the Indiana State Farm for a period of one year, and that he pay the costs of this action, taxed at _____dollars and _____cents, or stand committed until the same are staid or paid.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, October 12th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge

CHESTER E. PHILLIPS)
VS) # 13359
FREDA R. PHILLIPS)

Comes now the defendant, by counsel, and files petition for temporary allowance, which petition is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7184
HARRY CHAMBLISS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and said defendant being duly arraigned in open Court, says that he is guilty of the offense charged in the affidavit.

Whereupon the Court does now take this cause under advisement.

THE STATE OF INDIANA)
) # 7190
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant.

Bond is fixed at $1000.00.

THE STATE OF INDIANA)
) # 7191
)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and bench warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant.

Bond is fixed at $500.00.

MARGARET HOOK)
VS) # 13251
FOURTH AVENUE)
AMUSEMENT COMPANY)

Come now the parties, by counsel, and upon agreement of said parties, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

MARION E. VAUGHN)
DELBERT V. VAUGHN)
FRADING AS VAUGHN & SON)
VS) # 12952 Judgt. vs Deft. for $55.87 and Costs.
PETER CLOUD) J. D. 15, Page 271.

Come now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default. And this cause being at issue, the same 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, finds for the plaintiff, and that there is due said plaintiff on account sued upon, a balance of $55.87, and that the plaintiffs are entitled to a personal judgment against the defendant, Peter Cloud, for the said sum, together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiffs have and recover of and from the defendant, Peter Cloud, the sum of $55.87, together with the costs of this action, taxed at _____dollars and _____ cents.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday Morning, October 13th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7181 Judgt. vs Deft. for $5.00 every two weeks.
WALTER DETAMORE) J. D. 15, Page 272.

Come now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, in person and by counsel, and said defendant being present in open Court, consents that the Court should enter an order against him to pay to the Clerk of this Court for the support of said minor child the sum of $5.00 every two weeks, said first payment to be made on or before November 1st, 1931, and a like sum each two weeks thereafter, for a period of two years, and until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Walter Detamore, be and he is hereby ordered to pay to the Clerk of this Court for the support of said minor child, the sum of $5.00 every two weeks, said first payment to be made on or before November 1st, 1931, and a like sum each two weeks thereafter, for a period of two years, and until further order of the Court.

It is further ordered and adjudged by the Court that the said defendant, Walter Detamore, be permitted to go on is own recoginzance pending performance of this order.

THE STATE OF INDIANA)
VS) # 7184 Judgt. vs Deft. for $300.00 Fine and Costs.
HARRY CHAMBLISS) J. D. 15, Page 272.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Harry Chambliss, in is own proper person, and the Court having heretofore heard the evidence in this cause, and being duly advised, does now find that the defendant should be fined in the penal sum of $300.00 to the State of Indiana, and that he should pay the costs of this action.

The Court further finds that the defendant should stand committed to the Indiana State Farm until such fine and costs are paid or staid.

It is, therefore, considered and adjudged by the Court, that the defendant, Harry Chambliss be and he is fined in the penal sum of $300.00 to the State of Indiana, and that he pay the costs of this action, taxed at _____dollars and _____cents.

It is further ordered and adjudged by the Court that the said defendant, Harry Chambliss, stand committed to the Indiana State Farm until such fine and costs are paid or staid.

THE STATE OF INDIANA)
VS) # 7187
RECTOR DYE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting

attorney, and moves the Court to enter a nolle prosequi in this cause,which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7188
DOROTHY DYE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7189
WILLIAM O. LA FOLLETTE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

JOHN W. BARRINGER)
VS)# 13217
GUILFORD TOWNSHIP OF)
HENDRICKS COUNTY AND)
GUILFORD SCHOOL TOWN-)
SHIP OF HENDRICKS COUNTY)

Come now the defendants, by counsel, and the Court having examined said defendants' motion to make amended complaint more specific, and being sufficiently advised in its premises, does now over-rule the same, to which ruling of the Court the defendants each separately and severally except.

And said defendants now file motion to separate causes of action, which motion is in the words and figures following, to-wit: (H.I.).

ANSON G. MADDEN)
VS) # 13343
W. D. KIBLER TRUCK-)
ING COMPANY)

Comes now the plaintiff, by counsel, and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.).

The defendants are ruled to answer on or before October 24th, 1931.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, October 14th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FRANK J. REMBUSCH)
VS) # 12898
FLETCHER AMERICAN)
NATIONAL BANK,)
INDIANAPOLIS, IND.)

Comes now the plaintiff, by counsel, and files second amended complaint, which second amended complaint is in the words and figures following, to-wit: (H.I.).

FRANK BARTLETT)
VS) # 13321
ALBERT D. WIXSON)

Come now the parties, by counsel, and the Court having examined the defendant's motion for change of venue from the County, and being sufficiently advised in its premises, does now sustain the same.

The parties now in open Court strike off adjoining counties and Morgan County remaining, this cause is now sent on change of venue to Morgan County, Indiana, for trial, and five days are given the defendant in which to pay the costs and perfect change.

HATTIE TARVER)
VS) # 13332
ALMA KITTLE, ET AL)

Comes now the defendant, by counsel, and the Court having examined the defendant's motion for a physical examination of the plaintiff, and being sufficiently advised in its premises, does now sustain the same.

The Court does now appoint Dr. L. W. Armstrong to make the examination.

THE STATE OF INDIANA)
VS) # 7106
ALBERT BRECKENRIDGE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, October 15th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS)
VS) # 13357
BASCOM WALKER McCLAIN, ET AL)

Come now the defendants, Nageleison and Negeleison, by counsel, and file answer, which answer is in the words and figures following, to-wit: (H.I.).

MILTON B. HOTTEL)
VS) # 13285
OSCAR H. FYE)

Come now Fenton, Steers, Beasley and Klee, attorneys, herein, and withdraw their appearance for the defendant.

THE CENTRAL TRUST CO.,)
GREENCASTLE, INDIANA.)
VS) # 13192
EZRA RAY)

Comes now the defendant, by counsel, and the plaintiff is ruled to answer cross-complaint on or before October 22nd, 1931.

MARIAN LOUISE BOTTIN, BY)
ALONZO A. COOK, NEXT FRIEND)
VS) # 13278 Judgt. vs Pltf. for Costs.
FRED A. BOTTIN) J. D. 15, Page 272.
CLARA C. BOTTIN)

The Court does now order published additional examination of plaintiff.

Comes now the plaintiff in person and by counsel, and comes now the defendants in person and by counsel, and this cause being at issue is submitted to the court for hearing and trial without the intervention of a jury, jury being waived by the parties hereto.

And the court having heard evidence, argument of counsel, and being duly advised in the premises, now finds for the defendants and each of them and that the plaintiff is not entitled to recover in this case.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, by the court, that the plaintiff take nothing by her action and that the defendants recover of and from the plaintiff their costs and charges herein laid out and expended.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Friday Morning, October 16th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

PAUL OLSEN)
VS) # 13354
JAMES C. NELSON)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before October 24th, 1931.

LYCURGUS STONER)
VS) # 13398
ANDREW HIRT)

Comes now the plaintiff, by counsel, and files affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

HELEN HESSION)
VS) # 13377 Judgt. vs Deft. for $15.00 and Costs.
HENRY REDFORD) J. D. 15, Page 272,

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return is in words and figures following to-wit: (here insert). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on her complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come not and herein wholly makes default.

And 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 evidence, finds for the plaintiff, that said plaintiff is the owner and entitled to the immediate possession of real estate described in plaintiffs complaint and that the defendant has unlawfully held possession thereof to plaintiff's damage in the sum of $15.00, which amount the plaintiff should be entitled to have and recover of and from the defendant, together with possession of real estate and costs of this action.

It is, therefore considered and adjudged by the court that the plaintiff Helen Hession have and recover of and from the defendant Henry Redford, the sum of $15.00, together with possession of the above named real estate and the costs of this action.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, October 17th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

MARY ROBBINS BECK, ET AL)
VS) # 13320
WILLIAM F. ROBBINS, ET AL)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, October 19th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

C. A. DISNEY, ADMINISTRATOR OF)
ESTATE OF EVERETT P. DISNEY,)
DECEASED.)
VS) # 12939
NORTH AMERICAN ACCIDENT INSUR-)
ANCE COMPANY.)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel in this case, now disqualifies himself and the said parties in open Court now agree upon Honorable Zimri E. Dougan, a practicing attorney at this bar, to try said cause. And now comes said Honorable Zimri E. Dougan, and accepts said appointment as special judge, and qualifies and assumes jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
September Term, 1931.

C. A. DISNEY, ADMINISTRATOR OF ESTATE)
OF EVERETT P. DISNEY, DECEASED.)
AGAINST) No. 12939
NORTH AMERICAN ACCIDENT INSURANCE)
COMPANY,)

I, A. J. Stevenson, Judge of said Court, because of having been of counsel in this case, do hereby appoint Zimri E. Dougan, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

October 19th, 1931 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Zimri E. Dougan, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of C. A. Disney, etc. against North American Accident Insurance Company, so help me God.

Zimri E. Dougan

(SEAL) Subscribed and sworn to this 19" day of October 1931 before me, Clerk of said Court.

Frank Tucker, Clerk.

By Leora Comer,
Deputy Clerk Hendricks Circuit Court.

THE CRAWFORDSVILLE TRUST CO.)
VS) # 12707
KATHRYN B. HOHENBERGER, ET AL)

Comes now the Commercial Bank and Trust Company, by counsel, and files objection to the final report of the receiver, which objection is in the words and figures following, to-wit: (H.I.).

LYCURGUS STONER)
VS) # 13398
ANDREW HIRT)

Come now the parties, by counsel, and the Court having examined the plaintiff's affidavit for change of venue from the County, and being sufficiently advised in its premises, does now sustain the same.

And now the parties strike off the counties adjoining and Montgomery County remaining, this cause is now sent on change of venue to Montgomery County, Indiana, and the plaintiff is given three days in which to pay the costs and effect change.

HERSCHEL E. DOWTY)
VS) # 13171
T. H. I. & E. TRAC-)
TION COMPANY.)
INDIANAPOLIS STREET)
RAILWAY COMPANY.)

Come now the parties, by counsel, and by agreement of said parties this cause is now dismissed as to the defendant, Indianapolis Street Railway Company.

Said parties also agreed to transfer this cause to Superior Court, Room five, Marion County, Indiana.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A J Stevenson, Judge.

Tuesday Morning, October 20th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

FRANK J. REMBASCH)
VS) # 12898
FLETCHER AMERICAN)
NATION BANK,)
INDIANAPOLIS, IND.)

Come now Thompson, Rabb and Stevenson, attorneys, herein, and enter their appearance for the defendant.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, October 21st, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

WILLIAM T. BRANSON)
VS) # 13403
ALICE BRANSON)

Comes now the plaintiff, by counsel, and the Court orders non-residence notice issued for the defendant, making the same returnable December 14th, 1931.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, October 22nd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE CENTRAL TRUST CO.,)
GREENCASTLE, INDIANA.)
VS) # 13192
EZRA RAY)

Comes now the plaintiff, by counsel, and files demurrer to third paragraph of answer, which demurrer is in the words and figures following, to-wit: (H.I.), said plaintiff also files motion to make second paragraph of answer more specific, which motion is in the words and figures following, to-wit: (H.I.).

DAISE THOMPSON)
VS) # 13396
RALPH THOMPSON)

Comes now the defendant, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

BREWER HICKS)
IVAN HUNT)
RHOLLA L. PROFFITT)
VS) # 13346 Judgt. vs Pltfs. for Costs.
JOHN SMITH, TRUSTEE) J. D. 15, Page 273.
OF EEL RIVER TOWN-)
SHIP, et al.)

Come now again the parties, by counsel, and the Court being duly advised, now makes and files his special finding of facts numbered from one to twenty-four inclusive, which special finding of facts are in the words and figures following, to-wit:

STATE OF INDIANA }
} SS
HENDRICKS COUNTY }

IN THE HENDRICKS CIRCUIT COURT
SEPTEMBER TERM, 1931.

Brewer Hicks, Ivan Hunt and Rholla L. Proffitt

vs

John Smith, Trustee of Eel River Township and John M. Smith, Trustee of Eel River School Township of Hendricks County, State of Indiana; A. B. Fishback, Ora Hines and Orville Storms, members of the Advisory Board of Eel River Township; A. B. Fishback, Ora Hines and Orville Storms, members of the Advisory Board of Eel River School Township, Hendricks County, State of Indiana.

SPECIAL FINDING
OF FACTS

The Court being duly advised now makes and files this, a special finding of facts in the above entitled cause, towit:

1. The defendant John Smith, Trustee of Eel River Township and John Smith, Trustee of Eel River School Township now is and has been continuously since the first

day of January, 1931, Trustee of Eel River Township and Trustee of Eel River School Township, in Hendricks County and State of Indiana, and the defendants, A. B. Fishback, Ora Hines and Orville Storms now are and have been continuously since the first day of January, 1931, members of the Township Advisory Board of said Eel River Township and said Eel River School Township.

2. The defendant John Smith, Trustee of Eel River Township and John M. Smith, Trustee of Eel River School Township is one and the same person and on the 9th day of July, 1931, he caused to be published in the Danville Gazette and the Hendricks County Republican the following notice, towit:

NOTICE OF AWARDING CONTRACTS TO BUS DRIVERS.

Notice is hereby given that the Township Trustee and Advisory Board of Eel River Township, Hendricks County, Indiana, will meet at 8:00 P. M. on Tuesday, the 21st day of July, 1931, for the purpose of opening bids and awarding contracts for School Bus Drivers in the school of the above named township.
Information relative to the several routes may be had of the Township Trustee.
The Trustee and Advisory Board shall have the right to reject any and all bids. All whose bids are accepted are required to give Surety Bond in the sum of $1,000.00 and Public Liability and Property Insurance in the sums of $5,000.00 and $25,000.00

JOHN M. SMITH,
Dated July 6th, 1931. Township Trustee

Said papers are newspapers of general circulation, printed and published in Hendricks County and there are no papers published in said Township.

3. Prior to 8:00 P. M. of July 21st, 1931, said Township Trustee had arranged seven different and separate routes over which separate buses or vehicles were to be drive for the transportation of pupils to a consolidated school in North Salem in said Township and 26 different persons had filed with said Township Trustee their printed and written bids for the driving of said buses. And at 8:00 P.M. of said day, the defendant in this cause, towit: said Township Trustee and said Members of said Township Advisory Board met in session for the purpose of opening and considering said bids and did open and consider all of said bids.

4. Said defendants, as such Board, was in session for a period of two hours, the first hour of which was consumed in opening and reading said bids and arranging them in order so that bids submitted on each separate route was in a separate group. The second hour was occupied in deciding by vote which bidder would get the contract for each separate route. And a bid for driving the bus for each separate route had been decided upon and accepted by said Board before the session adjourned.

5. For driving a shcool bus over route No. 2, Wallace Jarret bid $2.50 per day; Harry Ferguson bid $2.75 per day; Paul Gray bid $2.50 per day; Rholla L. Proffitt bid $1.70 per day, Brewer Hicks bid $2.50 per day; Claude Day bid $2.25 per day. The bid of said Wallace Jarrett was accepted and a contract entered into with him to drive said bus for a consideration of $2.50 per day.

6. For driving a shcool bus over route No. 3, John Adams bid $2.50 per day; Frank Cram bid $3.45 per day; James V. Halfaker bid $2.50 per day; Newell Sheets bid $2.50 per day; Jacob Newby bid $2.50 per day and Ivan Hunt bid $2.50 per day. Said board accepted the bid of said John Adams and entered into a contract with him to drive said school bus over said route No. 3 for a consideration of $2.50 per day.

7. For driving a shcool bus over said route No. 5, C. E. Trent bid $2.25 per day; Earl Soots bid $2.25 per day and Charles Fiscus bid $1.31 per day. Said Board accepted the bid of said C. E. Trent and entered into a contract with him to drive a school bus over said route No. 5 for a consideration of $2.25 per day.

8. For driving a school bus over said route No. 6, John Buckingham bid $1.60 per day; Orpheus Case bid $3.00 per day and Byron Asher bid $3.00 per day; Donald Lowe bid $2.20 per day and Frank Thompson bid $2.25 per day. The bid of Donald Lowe was accepted by said Board and a contract was entered into with said Donald Lowe to drive a school bus over said route No. 6 for a consideration of $2.20 per day.

9. That Rholla L. Proffitt who bid $1.70 per day on route No. 2, was a man 41 years of age of good reputation for sobriety and morality and known to all memebers of the Advisory Board and Township Trustee; that he had resided in said Township for more than twelve years; that he did not own an automobile and had not owned one since 1918; that he had driven an automobile for others from time to time and was familiar generally with the driving of automobiles; that at the time of submitting his bid he was a member of the National Guard and submitted, with his bid, a letter which reads as follows:

North Salem, Indiana,
July 21, 1931.

To: Hon. School Board, Eel River Tp., Hendricks Co., Ind.

Sirs:

In case my bid is accepted would wish to make it clear that I could not personally handle the job until Sept. 15, 1931, on account of military duties until that date. Will furnish satisfactory substitute for the period Sept. 1, 1931 to Sept. 15, 1931.

Resp.,

R. L. Proffitt.

10. That Brewer Hicks who bid $2.25 per day on said route No. 2, was a young man, 28 years of age, engaged as a painter and general laborer, living in the town of North Salem for many years and at the time of submitting his bid was an unmarried man, residing at home with his Mother. He did not own an automobile and never has owned an automobile but was familar with the driving and operation of cars in a general way; that he was a young man of good reputation for morality and sobriety.

11. That Wallace Jarrett, to whome was awarded the contract for route No. 2, bid therefor, the sum of $2.50 per day; that he had driven a school bus during the school year of 1930 and 1931; that his services were satisfactory and that he had been found to be a capable and efficient driver with no complaints from any patrons relative to his work; that he was a man of good reputation for morality and sobriety and efficiency in handling and driving shcool buses.

12. That Ivan Hunt bid $2.15 per day for driving a bus on route No. 3; that he was a young man 30 years of age, unmarried, of good reputation for morality, sobriety and and trustworthiness and had driven automobiles of pleasure type for several years. He was a life resident of Eel River Township, had taught school six years and at the time of submitting his bid was making his home with his parents.

13. That John Adams to whom was awarded a contract for driving a bus on route No. 3, bid therefor, $2.50 per day; that he was a man 50 years of age and had driven this route for the preceeding four years in a satisfactory and efficient manner; that he was a man of good reputation for morality, sobriety and efficiency as a school bus driver.

14. That Charles Fiscus who bid $1.31 per day for driving school bus on route No. 5, was a man past 60 years of age; that had resided for sometime past in Eel River Township; that his wife, at the time of submitted his bid, was in poor health; that he was a man of good moral character, good reputation for morality and sobriety and was familar with the operation of an automobile; that he had had a nervous break down some

30 years ago; that he had driven a bus route in said township five years previous to the submitting of said bid; that said defendants had received word that certain objections had been made from patrons on the route to his driving.

15. That C. E. Trent to whom was awarded a contract on route No. 5, for $2.25 per day, is a man of good moral character, good reputation for morality and sobriety and for carefulness and efficiency in operating an automobile and had driven said route the previous year in a satisfactory and efficient manner; that no complaints had been made by any patrons relative to the manner in which he had performed such services.

16. That on route No. 6, John Buckingham bid therefor the sum of $1.60 per day; that he is a man past 60 years of age; the owner of a garage and experienced in the handling of automobiles; that he is a man of good moral character, good reputation for morality and sobriety and efficiency in operating an automobile.

17. That Donald Lowe was awarded the contract for driving the bus on route No. 6 at $2.20 per day. He is a man 43 years of age, the husband of a niece of Orville Storms, defendant. None of the members of said Board had personal knowledge concerning said Donald Lowe, except said Storms; that said Lowe had used intoxicating liquor on two occasions some three years prior to the letting of this contract, which fact was known to said Storms; that said Storms had not known of his using liquor for the past two years.

18. Each of the plaintiffs in this case is a resident of said Eel River Township and is a taxpayer of said township and each of the parties who bid on said school bus routes was at the time of the letting of said contract residents of said Eel River Township.

19. The contracts entered into with the several drivers of the routes above set out are for a period of four years.

20. That the total amount paid bus drivers in Eel River School Township for the school year 1930 and 1931, was $2,940.00; that the total amount to be expended for the year 1931 and 1932, as shown by contracts awarded, is $2,712.00.

21. That all bids submitted to the defendants on the 21st day of July, 1931, were considered by the defendants and the qualifications of the plaintiffs, as well as the persons to whom the contracts were awarded, were considered in determining to whom the contracts should be awarded.

22. That the defendants acted in good faith at all times in considering the bids and in awarding the contracts, having in mind the best interests of the tax payers and welfare of the school children to be transported.

23. That in awarding said contracts to said bidders, the defendants were guilty of no fraud, nor was there any collusion or prejudice present in the minds of the defendants in the awarding of said contracts.

24. That in passing upon the qualifications of the said Hunt, Hicks and Proffitt, the defendants had no information relative to their abilities as drivers except what they had personally observed, and that no investigation was made concerning the same from outside sources.

And now the Court states as a conclusion of law, that the injunction prayed for in the plaintiffs' complaint should not be issued and that the finding should be for the defendants and to each conclusion of law the plaintiffs separately and severally excepts.

The Court finds that the plaintiffs should pay the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiffs, Brewer Hicks, Ivan Hunt and Rholla L. Proffitt, pay the costs of this action, taxed at _____dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, October 23rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

ANSON G. MADDEN)
VS) # 13343
W. D. KIBLER TRUCKING CO.)

Comes now the defendant, by counsel, and files motion to strike out amended complaint, which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7193
ROBERT FARTHING)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and the said defendant being duly arraigned in open Court, says that he is guilty of the charge as stated in the affidavit.

The Court does now take this case under advisement.

THE STATE OF INDIANA)
VS) # 7192 Judgt. vs Deft. for $2.00 per week.
THOMAS JOYCE) J. D. 15, Page 273.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and comes also the defendant in his own proper person, and said defendant being duly arraigned in open Court, says that he is guilty of the offense charged

Whereupon, the Court finds the defendant guilty of the offense charged and that he should pay to the Clerk of this Court the sum of $2.00 per week for the support of children, the first payment to be made on Monday, October 26, 1931, and a like sum should be paid each week thereafter until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Thomas Joyce, be and he is hereby ordered to pay to the Clerk of this Court the sum of $2.00 per week for the support of children, the first payment to be made on Monday, October 26th, 1931, and a like sum each week thereafter, until further order of the Court.

It is further ordered and adjudged by the Court that said defendant, Thomas Joyce, be permitted to go on his own recoginzance pending performance until further ordered.

THE CRAWFORDSVILLE TRUST CO. A CORP.)
)
VS) # 12707
)
KATHRYN B. HOHENBERGER, ET AL.

Come now the receiver, by counsel, and comes also the Commercial Bank & Trust Company, by counsel, and the receiver files motion to

strike out petition to intervene, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition, does now over-rule the same, to which ruling the receiver objects and excepts.

Said receiver does now file demurrer to petition to intervene, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having examined said demurrer and being sufficiently advised in its premises, does now over-rule the same, to which ruling the receiver objects and excepts.

Said receiver now files answer in two paragraphs to petition to intervene and for accounting, which answer is in the words and figures following, to-wit; (H.I.).

The Court having heard the evidence, does now grant the petition heretofore filed, for the Commercial Bank & Trust Company to be made a party in this cause. The Court does now grant leave of the said Commercial Bank and Trust Company to file objections to report. Objections to said report are filed, which objections are in the words and figures following, to-wit: (H.I.).

The receiver now files motion to strike out objections of the Commercial Bank & Trust Company, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being sufficiently advised, does now sustain the same as to 2, 3 and 4 items of objections, to which ruling the objector excepts, and motion is over-ruled as to 1st and 5th items of objection, to which ruling the receiver excepts separately and severally.

And court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, October 24th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

EARL FERREE)
VS) # 11328
JESSIE FERREE)

Come now again the parties, by counsel, and the evidence having heretofore been submitted, and the Court now being duly advised, finds against the petitioner, that said petitioner should take nothing and that the decree heretofore made should continue in force until further order.

It is, therefore, considered, adjudged and decreed by the Court that the petitioner, Jessie Ferree, take nothing and that the decree heretofore made continue in force until further order of the court.

WILLIAM B. PAUL)
VS) # 12007 Judgt. vs Pltf. for Costs.
ROBERT R. SLOAN) J. D. 15, Page 273.

Comes now the plaintiff, by counsel, and it appearing to the Court that this cause has been settled, the same is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, William B. Paul, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

KATHERINE SCHNEID, ET AL)
VS) # 12577 Judgt. vs Pltfs. for Costs.
RUSSELL WILEY) J. D. 15, Page 273.

Comes now the plaintiff, by counsel, and it appearing to the Court that this cause has been settled, the same is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Katherine Schneid, Juanita Trotter, Elenor Trotter and Charles Trotter, are ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

DELIA CLEVENGER)
VS) # 12580
FRED H. CLEVENGER)

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this case, and being duly advised, now finds against the petitioner and that the order heretofore made should be and remain in force and effect until further order of the Court.

It is, therefore, considered, adjudged and decreed by the Court, that the petitioner, Delia Clevenger, take nothing, and that the order heretofore made be and remain in force and effect until further order of the Court.

Saturday, October 24th, 1931, and the 42nd day of the September Term, 1931.

THE STATE OF INDIANA)
VS) # 7193 Judgt. vs Deft. for $25.00 Fine and Costs.
ROBERT FARTHING) J. D. 15, Page 274.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person, and the Court being duly advised, does now find that the defendant, Robert Farthing, for the offense by him committed should be find unto the State of Indiana in the penal sum of $25.00, and that he should be imprison in the Indiana State Farm for a period of six months, and that he should pay the costs of this action.

It is, therefore, considered, adjudged and decreed by the Court that the defendant, Robert Farthing, for the offense by him committed do make his fine unto the State of Indiana for the penal sum of $25.00, and that he be and he is imprison in the Indiana State Farm for a period of six months, and that he pay the costs of this action taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if said defendant shall hereafter behave well.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that the said defendant, Robert Farthing, be permitted to go at liberty on probation so long as he behaves well.

SINCLAIR REFINING CO.)
VS) # 13054 Judgt. vs Deft. for $440.50 and Costs.
CARL GRIST) J. D. 15, Page 274.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following to-wit:(H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court but come not, and herein wholly makes default.

And this cause being at issued, the same 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, finds for the plaintiff, and that there is due said plaintiff on account sued upon, the sum of $440.50, and that the plaintiff is entitled to a judgement against the defendant, Carl Grist, for said sum, together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Carl Grist, the sum of $440.50, together with the costs for this action, taxed at _____dollars and _____ cents.

Saturday, October 24th, 1931, and the 42nd day of the September Term, 1931.

DELLA REYNOLDS)
VS) # 13272 Judgt. vs Pltf. for Costs.
JOHN C. REYNOLDS) J. D. 15, Page 274.

Come now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open Court, but come not and herein wholly makes default.

And this cause being at issue the same 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, finds for the plaintiff and that the allegations of her complaint are true and that the said plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged, all at the cost of the plaintiff.

The Court further finds that said plaintiff should be entitled to have her maiden name of Della Young restored to her.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Della Reynolds and John C. Reynolds be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant

It is further ordered and adjudged by the Court that the plaintiff, Della Reynolds is entitled to have her maiden name of Della Young restored to her.

It is further ordered and adjudged by the Court that the plaintiff, Della Reynolds pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

STILWELL WILSON)
VS) # 13102
FRED MARSHALL)

Come now the parties, by counsel, and the Court having examined the defendant's motion for a new trial, does now sustain the same, and a new trial is now granted.

IN THE MATTER OF THE SUPPLEMENTAL PETITION)
OF JOHN G. McCORD, ET AL., FOR THE CLEANING)
AND IMPROVEMENT OF THE THOMPSON AND SHULTZ) # 12227
DRAIN IN MIDDLE TOWNSHIP, HENDRICKS COUNTY,)
INDIANA.)

Comes now again the petitioner by his attorney and comes also the Cleveland, Cincinnati, Chicago & St. Louis Railway Company by its' attorney and come the other parties affected by said drainage project by their counsel Clark & Kahl and the remonstrance of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company having been submitted to the court for determination now, by agreement of all the parties through their counsel, the court finds that said remonstrance of the

said Cleveland, Cincinnati, Chicago & St. Louis Railway Company should be sustained and that the amended report of the viewers heretofore filed in this cause is not according to law and that the same, by agreement of the parties, should be vacated and set aside and that the matter should be again referred to the viewers. And now it is suggested to the court that Carl Logan, is the duly acting and qualified County Surveyor of said Hendricks County, Indiana, and that he should be appointed in the place and stead of said George C. Harvey and that the two commissioners heretofore appointed should continue to act as viewers in this cause.

The court further finds that said drainage commissioners should make a report in this cause on or before the 16th day of November, 1931.

It is, therefore, ordered, considered and adjudged by the court that upon agreement of parties that the amended report of the viewers is not according to law and that the same is hereby vacated and set aside and said matter is now again refered to the viewers herein, and Carl Logan, the County Surveyor of Hendricks County, Indiana, is appointed in the place and stead of George C. Harvey, the former County Surveyor, of said county and Isaac Foster and William E. Swain heretofore appointed are hereby continued as viewers in this cause.

It is further ordered and adjudged by the court that said viewers make their report to this court in the above matter on or before the 16th day of November, 1931.

Charles V. Sears

Charles V. Sears, Special Judge.

C. A. DISNEY, ~~ADMINISTRATOR, OF THE ESTATE OF EVERETT E. DISNEY, DECEASED.~~)
VS) # 12939 Judgt. vs Deft. for $700.00 and Costs.
NORTH AMERICAN ACCIDENT) J. D. 15, Page 274.
INSURANCE COMPANY.)

Come now the parties, by counsel, and this cause being at issue, is now submitted to the Court for trial, finding and judgment without the intervention of a jury.

And the Court having heard the evidence, and being duly advised, does now find for the plaintiff, that the allegations of his complaint are true and that there is due him thereon the sum of $700.00, and that the plaintiff is entitled to a judgment against the defendant, North American Accident Insurance Company, for said amount, together with the costs for this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, North American Accident Insurance Company, the sum of $700.00, together with the costs for this action, taxed at _____dollars and _____cents.

Zimri E. Dougan

Zimri E. Dougan, Special Judge.

GURNSEY RAY,)
VS) No. 13047
HELEN OPPLE,)
W. A. OPPLE.)

Comes now the parties, and the court overrules the separate motion for a new trial heretofore filed by the defendant Helen Opple, to which ruling of the court the said defendant Helen Opple, objects and excepts. Said defendant Helen Opple, now prays an appeal to the Appellate Court of Indiana, which appeal is granted upon the filing of an appeal bond in the penal sum of Twelve Hundred Fifty Dollars ($1250.00) within sixty days from this date.

And the court now overrules the separate motion for a new trial heretofore filed by the defendant W. A. Opple, to which ruling of the Court the said defendant W. A. Opple, objects and excepts. And the said defendant W. A. Opple, now prays an appeal to the Appellate Court of Indiana, which is granted upon the filing by said defendant W. A. Opple, of an appeal bond in the penal sum of Twelve Hundred Fifty Dollars($1250.00) within sixty days from this date, and the defendant W. A. Opple, now tenders Walter S. Jessup, Wallace Jessup and Lando Reynolds as Sureties upon said appeal bond, which sureties, the Court now approves.

Said defendants, and each of them, now request One Hundred Twenty (120) days within which to file all Bills of Exceptions, and the Court now grants to each of said defendants Helen Opple and W. A. Opple, one Hundred Twenty (120) days within which to file all Bills of Exceptions.

GENERAL COURT ALLOWANCES FOR THE SEPTEMBER TERM, 1931.

Leonard R. Christie, Bailiff	$ 105.00
Frank Tucker, Clerk and Stamps	89.00
Lewis L. Pounds, Sheriff	84.00
Helen Harris, Court Reporter	225.00
Lawyers Co-operative Publishing Co.	22.50
American Law Book Co.	8.00
West Publishing Co.	12.00
Fred H. Stewart, Jury Commissioner	3.00
Fletcher McCalment, Jury Commissioner	3.00
Fred C. Gause, Special Judge	30.00
George Hadley, Repair Court Room Furniture	5.00
PETIT JURY:	
Paul Christie,	14.40
Charles B. Hill,	32.00
J. H. Robbins,	32.00
Elmer Jenkins,	29.60
Hubert Sawyers,	32.00
Edward Mills,	20.50
Ben Edmonson,	33.60
Frank Ballard,	38.40

Carl Mitchell,	$ 24.80
George Henning,	34.40
Warren Oden,	40.80
Walter Strickler,	15.50
Hobart Walton,	30.40
Bert Tharp	18.50
George Kirtley,	4.30
Ernest Rynerson,	21.00
John Ellott,	27.60
Joe Hunt,	3.90
Harrison Shields,	14.10
Daniel McHoney,	4.20
GRAND JURY:	
Ed Rumley,	14.80
Elvin Busbee,	16.00
John F. Bray	16.00
Carl Wing,	20.00
Kenneth Edwards,	17.60
Ed Johnson,	18.40
T O T A L.	$ 1161.30

GURNEY RAY)
VS) # 13047 Judgt. vs Defts. for $1000.00, Interest, and Costs.
W. A. OPPLE) J. D. 16, page 4.
HELEN OPPLE)

Come now the parties, by counsel, and the Court being duly advised, does now render judgment on the verdict of the jury.

It is, therefore, considered, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants, William A. Opple and Helen Opple, the sum of $1000.00, together with interest thereon from March 28th, 1931, at the rate of 6%, together with the costs of this action, taxed at _____ dollars and _____ cents.

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 Court be continued to the November Term, 1931, of said Court.

And Court adjourned until Court in course,

Record read and signed in open Court.

O. J. Stevenson, Judge

Attest: Frank Tucker, Clerk.

Sept. 20-1935 The lien on this judgment is hereby released. E. E. Hart Geo Burkham

Attest:- Frank Tucker, Clerk.

Apr. 21 1935. This is to certify that we hold a lien on this judgt. for $1000 and int. in the hands of $600.00 to E. E. Hart & Geo Burkham

Attest: Frank Tucker, Clerk.

GRAND AND PETIT JURORS, DRAWN FOR THE NOVEMBER TERM, 1931.

BE IT REMEMBERED, That on the 26th day of October, 1931, Fred H. Stewart and Fletcher McCalment the duly appointed, qualified and acting Jury Commissioners of this Court appeared at the office of the Clerk of the Hendricks Circuit Court, and the Clerk drew from the Jury Box the names of the following, persons for Grand Jury services at the November Term, 1931 of this Court, viz:

Walter Thompson	Liberty Township
Claude Dillon	Middle Township
Henry Burnett	Franklin Township
Baily Gentry	Center Township
Ralph Gilbert	Guilford Township
Tom Hart	Lincoln Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury service for the November Term, 1931 of this Court, viz:

1. John A. Hawkins,	Washington Township	18. Frank Horn,	Clay Township
2. Other Harpter	Liberty Township	19. Ed R. Canada,	Marion Township
3. Mike King,	Brown Township	20. Charles Vaughn,	Franklin Township
4. Chas. Brumfield,	Union Township	21. John Heckathorn,	Marion Township
5. Walter Wynn,	Eel River Township	22. Harold Walters,	Middle Township
6. John Malicote,	Center Township	23. Claud V. York,	Union Township
7. Emmit Lewis,	Washington Township	24. Newt Walls,	Middle Township
8. Marshall Eggers,	Union Township	25. Oscar Moon,	Center Township
9. Everett Hardwick,	Marion Township	26. John Mills,	Guilford Township
10. Robert Worrell,	Lincoln Township	27. Oscar Bradford,	Washington Township
11. Chas. M. West,	Liberty Township	28. Ryland Halfacre,	Middle Township
12. L. O. Hays,	Eel River Township	29. Elsberry Thompson,	Guilford Township
13. Ennis Rhea,	Clay Township	30. Walter Rader,	Guilford Township
14. Noble Hughes,	Center Township	31. Edgar Foudrey,	Washington Township
15. Harry E. Bailey,	Union Township	32. Luther Hadley,	Clay Township
16. Howard Charman,	Guilford Township	33. Frank Hart,	Middle Township
17. Andy Donivan,	Franklin Township	34. Ralph Leach,	Union Township

Attest: Frank Tucker, Clerk.

BURR HINTON, ADMINISTRATOR)
OF THE ESTATE OF JACOB HINTON,)
DECEASED.)
VS) # 13244
MASON BRYANT, ET AL.)

BE IT REMEMBERED, That on the 27th day of October, 1931, the plaintiff in the above entitled cause by Ira M. Sharp and Otis E. Gulley, his attorneys, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for new trial in the above entitled cause and the Clerk of said Court at the time of the filing thereof, noted the filing of the same on his entry docket together with the date thereof and affixed his initials thereto, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

V A C A T I O N.

BE IT REMEMBERED, That on the 31st day of October, 1931, the same being in Vacation of the Hendricks Circuit Court, the defendants, by counsel, filed with the Clerk of the Hendricks Circuit Court their praecipe for a transcript to be used in the appeal to the Supreme Court of Indiana, which praecipe is in the words and figures following, to-wit:

STATE OF INDIANA,
HENDRICKS COUNTY. SS

IN THE HENDRICKS CIRCUIT COURT,

SEPTEMBER TERM, 1931.

HORACE L. HANNA, RECEIVER OF THE CITIZENS STATE BANK, PLAINFIELD, INDIANA,
VS.
WILLIAM RANDOLPH COX, ET AL. No. 12,734.

P R A E C I P E.

TO THE CLERK OF HENDRICKS CIRCUIT COURT:

You will please prepare and certify to the Supreme Court of Indiana, for the purpose of appeal, a complete transcript of the record in the above entitled cause.

Clyde H. Jones

Attorney for defendants, William Randolph Cox, Laura L. Pike, John T. Sawyer, Lillie B. Bell, and Fannie Cox Farrell.

Attest: Frank Tucker, Clerk.

Monday, November 2nd, 1931, and the 1st day of the November Term, 1931.

Monday Morning, November 2nd, 1931.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the November Term, 1931, which term of Court has begun and continued at the Court House in the town of Danville, in the County and State aforesaid, commencing on Monday the 2nd day of November, 1931, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
Arny M. Watkins, Prosecuting Attorney,
Lewis L. Pounds, Sheriff,
Frank Tucker, Clerk.

Whereupon, said Sheriff proclaimed said Court open, according to law, and the following proceedings were had, to-wit:

HENRY H. UNDERWOOD,
VS) # 13277
A. EMMETT BLY, ET AL.

Comes now the defendant, Belmont State Bank, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

ANSON G. MADDEN
VS) # 13343
W. D. KIBLER TRUCKING CO.

Comes now the plaintiff, by counsel, and asks permission to withdraw amended complaint, and the Court being sufficiently advised, does now grant said permission.

The plaintiff now files second amended complaint, which second amended complaint is in the words and figures following, to-wit: (H.I.).

JOHN C. PERKINS AND FLOYD G. PERKINS, A PARTNERSHIP DOING BUSINESS UNDER THE NAME AND STYLE OF J. C. PERKINS & SON.
VS) # 13363
THOMAS J. CASSERLY.

Come now the plaintiffs, by counsel, and upon their motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

Monday, November 2nd, 1931, and the 1st day of the November Term, 1931.

JEAN LOWRY)
VS) # 13372
FRANK STUART)

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be, and the same is hereby dismissed.

JOSEPH L. POTTER, ET AL.)
VS) # 13275
MEIER ELECTRIC & MACHINE)
COMPANY, ET AL.)

Come now the plaintiffs, by counsel, and file reply in general denial, which reply is in the words and figures following, to-wit: (H.I.).

Plaintiffs, by counsel, also file request for special finding of facts and conclusions of law thereon, which request is in the words and figures following, to-wit: (H.I.).

Comes also the defendant, by counsel, and this cause being at issue the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

After hearing a part of the evidence in this case, the Court adjournes until 9:00 o'clock A. M. Tuesday, November 3rd, 1931.

And court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.
A. J. Stevenson ,Judge.

Tuesday, November 3rd, 1931, and the 2nd day of the November Term, 1931.

Tuesday Morning, November 3rd, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge.

THE CRAWFORDSVILLE TRUST CO., A CORP.)
VS) # 12707
KATHERINE B. HOHENBERGER, ET AL.)

Comes now the defendant, Commercial Bank and Trust Company, by counsel, and files amended objections to report of receiver, which amended objections are in the words and figures following, to-wit: (H.I.).

JOSEPH L. POTTER, ET AL.)
VS) # 13275
MEIER ELECTRIC & MACHINE)
COMPANY, ET AL.)

Come now again the parties, by counsel, and after hearing a part of the evidence in this case, the Court adjourned until 9:00 o'clock A. M. Wednesday, November 4th, 1931.

JAMES MANKER, ET AL.)
VS) # 13300
AMOS GILLASPY, RECEIVER)
OF THE MOORESVILLE STATE)
BANK.)

Come now the parties, by counsel, and the Court having examined the defendant's demurrer to plaintiffs' complaint, and being sufficiently advised in its premises, does now sustain the same, to which ruling of the Court the plaintiffs except..

ANNIE FITZGERALD)
KATE FITZGERALD)
VS) # 13306
JOHN W. CANTOR)
URBAN O. OLSEN)

Come now the plaintiffs, by counsel, and upon their motion, this cause is now dismissed, the costs having been paid on said dismissal.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS.)
VS) # 13357
BASCOM WALKER McCLAIN, ET AL)

Comes now the plaintiff, by counsel, and files petition for appointment of receiver, which petition is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7120 Judgt. vs Deft. for $1.50 per week.
DENVIL HILDEBRAND) J. D. 15, Page 275.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in his own proper person and by counsel, and said defendant waives arraignment and pleads not guilty of the offense charged in the affidavit.

This cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

After the hearing of the evidence in this case, the Court finds the said defendant guilty of the offense charged in the affidavit, and that judgment should be suspended and the defendant released from custody on probation for a period of two years from this date on condition that he shall make his personal appearance in Court whenever ordered to do so within such period and shall provide for his son, Charles Hildebrand, by paying to the Clerk of this Court the sum of $1.50 per week, for the use and benefit of said child.

It is, therefore, considered, ordered and adjudged by the Court that judgment against the defendant, Denzil Hildebrand, be and it is suspended and that said defendant be released from custody on probation for a period of two years from this date on condition that he shall make his personal appearance in Court whenever ordered to do so within such period and shall provide for his son, Charles Hildebrand, by paying to the Clerk of this Court the sum of $1.50 per week, for the use and benefit of said child.

Charles V. Sears

Charles V. Sears, Special Judge.

THE STATE OF INDIANA)
VS) # 7178
ROBERT LOVE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7179
ROBERT LOVE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

THE STATE OF INDIANA)
VS) # 7180
ROBERT LOVE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

And the Court having examined said motion and being sufficiently advised in its premises, does now sustain the same.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed.

And court adjourned until 9:00 o'clock A. M. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, Morning, November 4th, 1931.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, Judge

CHARLES E. BAKER)
ROLLA BAKER, TRADING)
AS BAKER AND SON)
VS) # 12813 Judgt. vs Pltfs. for Costs.
CARL C. COWLES) J. D. 15, Page 275.

Come now the plaintiffs, by counsel, and upon their motion this cause is now dismissed,

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Charles E. Baker, Rolla Baker, truding as Baker and Son, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

O. J. LARKIN)
VS) # 12887
JEREMIAH HADLEY, ET AL)

Comes now the plaintiff, by counsel, and un motion of said plaintiff, this cause is now dismissed as to the defendant Amanda O. Castetter.

CARL PIERCE)
VS) # 13118 Judgt. vs Pltf. for Costs.
LOREN C. LEITZMAN) J. D. 15, Page 275.
JULIA A. STOUT)

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Carl Pierce, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

REGINALD COX)
VS) # 13177 Judgt. vs Pltf. for Costs.
CHARLES M. COX) J. D. 15, Page 275.

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed.

It is, therefore, considered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Reginald Cox, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

JOSEPH L. POTTER, ET AL)
VS) # 13275
MEIER ELECTRIC & MACHINE)
COMPANY, ET AL.)

Come now again the parties, by counsel, and the hearing of evidence is continued and concluded, and the Court does now take this cause under advisement.

And court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, November 5th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

And court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, November 6th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

And court adjourned until 9:00 o'clock A. M. Saturday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, November 7th, 1931.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WILLIAM V. ROOKER)
VS.) # 13104
JOHN L. DUVALL, ET AL)

Comes now the plaintiff in the above entitled cause, and comes also Brandt C. Downey, as and in the capacity of Receiver of Washington Bank and Trust Company, cross-complainant in the above entitled cause, and comes also the several defendants named in the complaint and the cross-complaint filed in said cause, except Allen B. Visk John L. Duvall and Albert Duvall, person or by attorney, and it appearing to the court that due and proper notice has been given to each of the defendants named in the complaint and the cross-complaint filed in the above entitled cause and the plaintiff therein, that at this time, to-wit, nine o'clock a.m., the 7th day of November, 1931, or as soon thereafter as counsel could be heard, said cross-complainant pursuant to the prayer of said cross-complaint would apply to the judge of this court in the court room in the city of Danville, Hendricks County, Indiana, to appoint a receiver for the real estate described in the cross-complaint filed herein, to which reference is hereby made for a description of said real estate, said petition for receiver for the real estate described in said cross-complaint and in said notice, this cause is now submitted to the court for hearing and decision on the petition of the cross-complainant for the appointment of a receiver for said real estate pending the trial of said cause and the year of redemption following the sale of the real estate in said cross-complaint described, and the court having heard the evidence, and being duly advised in the premises, and it further appearing that the defendants Enterprise Iron & Fence Co. Gustave Clipple receiver and William A. Opple and the plaintiff and cross-complaint and herein, have consented to the appointment of said receiver by this court, the court finds that the real estate described in said cross-complaint is deteriorating and decreasing in value and that the effect thereof is to impair the security of the cross-complainant's mortgage and that if said security is impaired, it may be rendered insufficient by reason of the said deterioration and the further fact that the taxes on said real estate have not been paid by the mortgagor and have become delinquent with penalty, and that a receiver should be appointed by this court to take and hold possession of the real estate described in said cross-complaint and the mortgage therein set out, and to collect the rents, issues and profits arising from said mortgaged premises and to hold possession of said premises and any income arising therefrom pending recovery of judgment on said cross-complaint and decree of foreclosure therein, and the year of redemption following such foreclosure or until the further order of this court.

It is therefore considered and adjudged by the court that a receiver should be appointed for the real estate described in the cross-complaint and in the mortgage therein referred to, to-wit, a part of the Southeast quarter of Section 8 in Township 14 North Range 2 East in Hendricks County, Indiana, more particularly described as follows, to-wit: Beginning at a point which is 17 chains and 4 links south of the northwest corner of said quarter and running thence east 23 chains and 22 links to a

hackberry tree; thence south 7 chains and 26 links; thence east 16 chains and 93 links; thence south to the southeast corner of said quarter; thence west 35.15 chains; thence north 5 chains; thence west 5 chains and to the west line of said quarter; thence north to the place of beginning, containing 78½ acres more or less.

That Frank L. Riggs be and he is hereby appointed receiver and his bond fixed at $5000.00 with Fidelity and Deposit Company of Maryland as surety therein.

And said Receiver, having duly qualified as such, is hereby authorized, empowered and directed to enter into possession of the real estate herein described to collect the rents, issues and profits, if any, arising from the said real estate and to pay the expenses incident to the necessary maintenance, repair and upkeep of said real estate and the improvements thereon, in their present physical condition to lease said real estate or any part thereof, at such rentals and for such time not exceeding a period of _____months, at such prices as to the receiver shall seem reasonable, keeping account of all moneys received and paid out by said Receiver, and rendering an account therefor to the court at such times as the court shall direct.

All other defendantsoare ruled to answer on or before November 12th, 1931.

THE FEDERAL LAND BANK)
OF LOUISVILLE, KY.)
VS) # 13246
JOHN S. BALDOCK, ET AL.)

Comes now the plaintiff, by counsel, and files supplemental complaint, which supplemental complaint is in the words and figures following, to-wit: (H.I.).

BERT FRANKLIN)
VS) # 13381
LOREN B. KIVETT)
ALFRED A. KIVETT)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before November 14th, 1931.

And comes now the defendants, by counsel, and file answer, which answer is in the words and figures, following,to-wit: (H.I.).

HAZEL MILLER)
VS) # 13384
WILLIAM E. JONES)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before November 14th, 1931.

CLARENCE M. SIMMONS)
VS) # 13392
THELMA N. SIMMONS)

Comes now the defendant, by counsel, and files affidavit and motion for change of venue of this case from the County, which affidavit and motion is in the words and figures following, to-wit: (H.I.).

Saturday, November 7th, 1931, and the 6th day of the November Term, 1931.

EWELL K. NOLAND)

VS) # 13299

IVA P. NOLAND)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the sommons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court, but come not and herein wholly makes default.

And this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence, does now take this cause under advisement.

FREDA COLMAN)

VS) # 13214 Judgt. vs Pltf. for Costs.

FRANCIS COLMAN) J.D. 15, Page 276.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.). That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on her complaint for the defendant to appear and answer said complaint, and said defendant is three times audibly called in open court but come now, and herein wholly makes default.

And this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the ebidence and being duly advised finds for the plaintiff, and that the allegations of the plaintiff complaint are true and that the said plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged; all at the cost of the plaintiff.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Freda Colman and Francis Colman be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

It is further ordered and considered by the Court that the plaintiff, Freda Colman, pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

And court adjourned until 9:00 o'clock A. M. Monday,

Record read and signed in open court.

A. J. Thomson, Judge.