B2

Acton, State Bank	vs	William E. Joyce	2
Arnold, Virgil R.	vs	Standard Oil Co. of Ind.	162-301 97-98-100-102
Arnold, Elona E.	vs	R. Paul Arnold	179-187
Allen A. Wilkinson Lumber Co.	vs	Gertrude Gatson Trotter et al	245
Agee, Lemonie L.	vs	Thomas Blunk	244
Arbuckle Ellison	vs	Carl Wing	244
Allen A. Wilkinson Lumber Co.	vs	Riley E. Smith et al	277-288
Ansler, John	vs	City of Indianapolis, et al	621-625- 381-611-614-617-619- 296-308
Albers, Gregor	vs	Western & Southern Indemnity Co., et al.	425
Alley, Martha A.	vs.	Jay A. Neff.	471
Allen, Luther	vs	Albert Cordes	482
Alcorn, Dollie A.	vs	Joseph Alcorn	578

Busby, Harper A.	vs	Effie A. Winegardener	1
Brown, Ethyel M.	vs	Ransford W. Brown	4-147
Burkhart, Wm E., etc.	vs	Raymond W. Eggers	50
Bennett, Ross	vs	Thelma Lucille Bennette	60 421 84-85-87-147-264
Bebout, Earl R.	vs	Lillian L. Fawre, etal	72-77-80-83-286
Boots, Edwin B.	vs	Marshall E. Woodhead	80-494
Bowersock Mills & Power Co.	vs	Martinsville Milling Co.	144
Baldock, John L.	vs	John J. Palmer, etal	147
Blair, Arthur Robert, etc.	vs	Clay Wilson, etal	162
Becker Roofing Co.	vs	Ed W. Kenworthy	190-
Bortlein, Irey	vs	Commercial Acceptance Co.	201
Baldany, Wm H. et al	vs.	Thomas H. Kinney 327 et al	228-250
Boots, Edwin B.	vs	Marshall E. Woodhead	237
Burgin, Pearl	vs	Luther Burgin	244
Bowen, Anna	vs	David Higgins 305 et al	245-313
Beadles, Emma C.	vs	Chester A Ryper	245
Bartley, Myrtle, et al	vs	George W. House	256
Brown, Ethyel M.	vs	Ransford W Brown	265
Bartley, Myrtle et al	vs	George W. House et al	267
Balke & Krauss Co.	vs	Amer. Liability & Surety Co, etal	395-415-469-518-534. 350-388
Bowyer, Ed.	vs	Julia Bowyer	357
Brownsburg State Bank	vs	Henry Redford	360
Brady, S. Ellen	vs	Arthur B. Brady	380-531
Burnell, Samuel	vs	First Natl. Bk & Trust Co, Plainfield 491-	382-399
Beauchamp, Ralph M.	vs	Garrett M. Bates	397
Burns, Pearl, etal	vs	Alfred Smith	403
~~Bebout, Earl R.~~	~~vs~~	~~Lillian L. Fawre, etal~~	~~421~~
Barnes, Simon D., etal	vs	E. C. McDaniel, etal	428
Butler, Gilbert W., Trustee, etc	vs	Anna B. Abbott	442
Barker, Charles	vs	Hugh. Dargitts	442
Brady, Jessie Zerne	vs	Ind. Travelers Assurance Co.	562-564-600-611 476
Bortlein, Irey	vs	Commercial Acceptance Co. etc	448
Bellenback, Carter L.	vs	Elizabeth Holloway, etal	507
Blair, Madie	vs	City of Indianapolis	569
Backemeyer, Wm J., etal	vs	Alafd Parsley, etal	582
Brown, Mettie	vs	Clarence L. Brown	593
Burkhart, Harvey A., etal	vs	Edsa A. Newby	601
Baker Co, Hugh J.	vs	Board of School Com., etal	604
Bowman, Frank	vs	Walter W. Simmons	624
Barlow, Walter, Ex. etc.	vs	Otis E. Gulley	625

Central Supply Co.	vs	H. Allie Flack, etal, etc.	497-7-86
Casler, James M.	vs	Wm Leap	8
Court Allowance for September Term 1932.			14
Casserly, Thomas	vs	Wm H. Baldauf, etal	329 20-70-250
Clayton Bank & Trust Co.	vs	Ida M. Milton	33
Central Bldg. & Investment Co.	vs	Walter M. Evans	100-505 36-47-48-
Campbell, Marion, etc.	vs	John Reitzel, etal	45-78.
Crown Products Co.	vs	Indpls. Plating & Mfg. Co., etal	58-494
Citizens State Bank of Stilesville, Ind.	vs	William T. Boyd, etal	66
Chadwick, etal Assignees etc, J. Frank	vs	The Louisville Joint Stock Bk, etal	571-579 206 68-1-38
Calvert, Agnes C.	vs	The Employer's Liability Assur. Corp, etc	92.
Clayton Bank & Trust Co.	vs	Daniel V. Richardson, etal	93
Citizens Bldg, Loan Fund & Saving Asso. etc.	vs	Mary E. Scott, etal	94
Clark, Loren	vs	Gulf Pipe Line Co., of Va.	98-580
Central Rubber & Supply Co.	vs	Willard J. Jones	102
Cooper, Polley	vs	Milt Hamilton, etal	103
Court Allowance for November Term, 1932.			113
Call, Maude E.	vs	W. W. Clark, etal	115
Collins, James A., Admr. etc.	vs	Pennsylvania R. R. Co.	118-332
Capitol Lumber Co.	vs	Ellis E. Sluss, etal	122
Commercial Acceptance Co.	vs	Forrest Kirkham	140
Coatsville State Bank	vs	Clay Wilson, etal	161
Commercial Acceptance Co.	vs	Joseph K. Brown, etal	165-539
Clayton Hardware & Lumber Co.	vs	Louisa Burk	174
Campbell, Walter	vs	John Reitzel, etal	179-187-196
Carl Freyn Heating & Plumbing Co. Inc.	vs	Wm A. Opple	182-205-364
Continental Ins. Co. of N. Y.	vs	Naomi Carbuckle, etal	184
Cook, Roger	vs	Walter St. Clair	200-202
~~Chadwick, J. Frank, et al~~	vs.	~~The Louisville Joint Stock Land Bank~~ et al.	206
Clark, James L., Decd. Memorial,		Hendricks County Bar	215
" " " "		Putnam County Bar	216
" " " "		Morgan County Bar	217
Cumberworth, Guy G.	vs	Ruth S. Coleman	226.
Court Allowance for January Term, 1933			238
Citizens Building Loan Fund Assn	vs	Clarence M. Gentry etal	270-523 25 7-264
Collins, James A., Admr. etc	vs	Penn. Railroad Co.	261-288
Cumberworth, Guy G.	vs	Charles Ellis	263
Clifton, Marvin R.	vs	Alta E. Clifton	351 302-305-336
Carliss, Margaret, Edm., etc.	vs.	Patrick J. Walsh, etal	340
Court Allowance for March Term, 1933.			346
Clark, W. V.	vs	S. H. Surface, etc, etal	427-434-550-591 349-382
Campbell, Allen	vs	John Hickathorn	353
Central States Life Ins. Co.	vs	Clarence D. Edmondson	392-395
Cockrell, Willis E.	vs	Geo. E. Farey, Jr., Rec., etal	418

Citizens Bldg, Loan Fund & Savings Asso., etal	vs	Chester E. Newby, etal	447
Cain, Wm M., Rec., etc.	vs	Acme All Garment Co.	472
Citizens Natl. Bk. & Trust Co. of Terre Haute, Ind.	vs	A. H. Delk, etal	497

Court Allowance for May Term, 1933. 573

Clampitt, Maxine	vs	Myra Wood, etal	533
Comer, Arabelle	vs	Raymond A. Franke 627	556-587-616
Conover, George	vs	Pennsylvania R. R. Co.	557
Citizens State Bk. of Silverville, Ind	vs	Wm Salsman, etal	587-591
Connecticut Mutual Life Ins. Co., The	vs	Pearl Moore, etal	627

Dovey, Ora Evelyn	vs	Louis M. Decsok	53
Doerman-Rochrer Co., The	vs	Charles A. Hoffmeier	157
Dochterman, William F. et al	vs	Fletcher Ave Savings & Loan Assn.	502-199
Dooley, Jessie	vs	Bert Dooley	214-224
Davis, Vestal C.	vs	O. M. Pruitt	227
Dickerson, Gertrude, Admr. etc	vs	Chicago, Indpls & Louisville R. R. Co.	506-244
Dugan, Patrick	vs	Mary Dugan et al	247
Dooley, Jessie	vs	Bert Dooley	249
Douglas W. Isaac	vs	Chillson Sales Co.	256-257
Dailey, Nancy	vs	Richard V. Bauer	262
George W Davis	vs	Bert Denny & Edna Denny	274
Dolen, Taylor A.	vs	E. J. Scott, etal	305-487-511
Denny, Edna, Gdn of Jordan Denny	vs	Rudolph Kiefer, etal	354
Dowdell, Lester, Admr. etc.	vs	Indiana Railroad Co.	456
Downard, Maude L.	vs	Edith A. Rutledge, etal	551
Dean, Lillian B.	vs	Carl D. Dean	581
Dixon, Oscar A.	vs	Kur Glass Mfg. Co., etal	593-614-616

E

Eggars, George F. et al	vs	Joseph J. Johnson	246
Eve, J. K.	vs	Sam Jordan	249-257
Elbing & W. F. Yaklik, W. N. etc	vs	Otis Kirtley	441-593
Eve, J. K.	vs	Gus B. Taylor	567-577 547-559

Finchum, James W., Admr.	vs	Meridian Petroleum Co., etal	9/0 35-36-54
Furgason, Vaise B.	vs	Revillo O. Furgason	53
First Rural Loan & Savings Assn	vs	Lester Hicks, etal	72
First Rural Loan & Savings Assn.	vs	Charles S. Haworth, etal	76
First Rural Loan & Savings Assn	vs	Robert M. McKnight, etal	109
Ferrier, Emma	vs	Samuel A. Loades	186
Federal Land Bank of Louisville, The	vs	Wm R. Savage, etal	187
First Rural Loan & Savings Assn.	vs	Minor C. Brickell, etal.	201
Furgason, Revillo O., etal.	vs	Howard G. Kinshaw, etal.	205
Federal Surety Co., a Corp.	vs	Floyd L. Whicker	219-246
First Rural Loan & Savings Association	vs	Horace Majors etal	272
Francis, Kate M.	vs	~~Robert~~ Horace T. Franklin etal	302-406 284
Federal Joint Stock Land Bank of Memphis	vs	Bascom Walker McClain, etal	355
Fletcher Trust Co. Trustee	vs	Lewis Edward Linking, etal	363.
Feeney, Marlin, etal	vs	Julia Feeney, etal	367
Federal Land Bank of Louisville, The	vs	Samuel F. Yenne, etal	370
Federal Land Bank of Louisville, Ky.,	vs	John S. Baldock, etal	388
First Rural Loan & Savings Assn.	vs	Hollis Lovell, etal	409
Fouty, Charles S.	vs	Newton Prather, etal	465
Fletcher American National Bank	vs.	Thomas A. Bell, etal	604- 542-572
Fletcher Trust Co.	vs	Edward T. Graham, etal	542
Farrow, Marion F. ils	vs	J. Marlin Thompson	625

Gambold, John J.	vs.	Merle Clepsinger	11
Groenke, Ida	vs	W.C. Storm, whose Christian name is unknown.	30
~~Ganzz, August C.~~			
Ganzz, August C.	vs	C.C. Mayhall, etc.	47
Good, Don J.	vs	Byron O. Eyers	61
Gibbs, Fred, etal	vs	Everett Crowe	151
Gulley, Jennie	vs	Home Assurance Co.	237
Gudgil, W. Graham etal	vs	Thomas G Landon	243
Goodrich Brothers Co.	vs	J. F. Biehl etal	245
Guyer, Elizabeth A.	vs	Eldin A. Guyer, etal.	291
Gray, Harrison	vs	Fred Rice	414
Germanson, Ida	vs	Basca Manufacturing Co.	611-431-539
Gocke, Odila H.	vs	Kenneth Smock, etc.	579.
Grant C. E.	vs	The West Street Cold Storage Co.	595-600
Gore, Atlas C.	vs	Rosie C. Gore, etal	604

Harley, Madolyn	vs	Glenn Harley	8
Hoffman, Anna	vs	Frank R. Reynolds	24-496
Hiland, Oscar	vs	Harry A. Rutledge, etal	25
Haney, Charles W.	vs	Clarke E. Mallery, Rec.	32
Hites, Earl F. etal	vs	Cecil Carter, etal	50-63-70
Harding, Charlotte J.	vs	Wm. E. Harding.	70
Hendricks County Board of Finance, etc.	vs	Cleo. L. Hunt, etal	85
Haldeman, Nellie, Admr. etc.	vs	Red Cab Co.	86-500
Higgins, Charles C., etal - Ex Partie Drainz.			89
Hunt, Mabel L.	vs	The Employers' Liability Assur. Corp. etc	92
Hunt, Edna Hunt, Mary,	vs	The Employers' Liability Assur. Corp. etc.	93
Hughes, Harry, Admr. etc.	vs	Robert M. Newby	112
Hubble, Herman	vs	Bertha Burkett, etal	121
Home Development Co.	vs	Arthur Jordan Land Co.	124-496
Hogate, Julian D.	vs	Minnie S. Hamberger	130
Holst Publishing Co., The	vs	George W. Grubb.	146
Harklass, etc.	vs	Adam S. Horlacher	503-156-182-269
Huffman, Ora L.	vs	Charles R. Huffman	170-377-387
Hurt, Katherine G.	vs	Paul H. Hurt	197-314
Hanna, Wilbur G. et al	vs	State Board of Tax Commissioners	207
Hulley, Mary	vs	Wm. H. White, etal	294-296
Harris, Doratha	(13942) vs	Ira Wilson	325
Hulley, Mary	vs	William H. White, etal	350
H. C. Whitmer Co., The	vs	Earnest Rushton, etal	350
Harris, Doratha	13052 vs	Ira Wilson	353
Hauser, Edgar W	vs	John Hancock Mutual Ben Life Ins. Co.	372-372
Hutchison, Mattie M.	vs	Ray Alexander	375
Hollingsworth, Loren	vs	Vern Hollingsworth	373
Holland-Furnace Co.	vs	Theodore R. Eyster, etal	467-491
Hayes, Margaret, etal	vs	Townsend Brodbeck, Gr., etal	478-479-602 475-476
Hoyt Co., Clyde H	vs	I. N. Mills	502
Hart, Robert A.	vs	Josephine H. Hart	516-548-551
Hollowell, Robert, In Memory of			531
Huff, Wm. M.	vs	Charles A. Merritt	540
Healy, Andrew J.	vs	Lura B. Hunt	559
Hillesman, Jessiccia	vs	Paul Stark, etal	575
Hugh J. Baker Co.	vs	Board of School Com. etal	604
Hake, Edward C.	vs	Wm. C. Apple	607-625
Henzie, Sara E.	vs	Thomas F. Comstock	621-626-627

Ingling, Caroline H.	vs	M. O'Connor & Co., et al	505 572-80 3-22-23-32
Ingram, Addison H.	vs	Modern Woodmen of Amer.	364-365 124-179-248-337- 36-87-90
Indiana National Bank	vs	Cecil Page	243
~~Ingram, Addison H.~~	vs	~~Modern Woodmen of Am.~~	~~337-364-365~~ 248
Indiana Savings & Investment Co., The	vs	Luther M. Sweeney et ux	548-564

Jurors, Grand & Petit drawn for November Term 1932. 17
Jones, Clara vs James L. Yancher 18-2-495
Jones, Ernest vs Geo. C. Torrey, Jr., Rec. etc. 181 19-21-148
Jury, Petit, Impanelled for November Term, 1932. 32
Johnson, Rhoda vs John L. Sharp. 64-65-66
Jury Commissioners, Appointment of 93
Jurors, Grand & Petit drawn for January Term, 1933. 108
Jenkins, Amanda J. vs Alonzo Jenkins 129
Jury, Petit, Impanelled for January Term 1933. 146
Jury, Grand, Impanelled for January Term 1933. 184
Jury, Grand & Petit, ~~Impanelled~~ drawn for March Term, 1933 231
Johnson, Rhoda vs John L. Sharp 247
Jury Impanelled for March Term, 1933 263
Jurors, Grand & Petit drawn for May Term 1933. 340
Johnson, Clarence E. vs Tressie Johnson, 362
Jury Petit, Impanelled for May Term, 1933. 372
Johnson, Susie, etal vs Amy G. Wiseman, etal 385
Jurors, Grand & Petit drawn for Sept. Term 1933. 535
Jury Petit, Impanelled for September Term, 1933. 566

Kruse Company	vs	Blair Taylor	199
Kirkham, Fidellar C.	vs	The Union Central Life Ins. Co.	305 251-258
Kesler Eva	vs	~~Henry Walters~~ Coy	314-338-382 248-259
Kahl, Archie J.	vs	Harry F. Swain et al	266
Koester, William B.	vs	Clement O. Free	277
Kothe, Wells & Bauer Co., Inc.	vs	J. B. Long	299
Kastan, Harry	vs	Bertha Kastan	333-336-419
Kelley, Clement C., Rec. Clayton Bk & Trust Co.	vs	E. Howard Little	382
Kelley, Clement C. Rec Clayton Bk & Tr. Co.	vs	Alva R. Marley	390-396
Kipp, Blanche E.	vs	Indianapolis Board of Trade et al	514-559
Kingsbury & Co. et a.	vs	John W Pritchett et al	557

Lawler, Charles A. et al	vs	Nora J. Neal, et al	14
Latta M. Carlyle	vs	The Employers' Liability Assur. Corp, etc.	92
Latta, Donald B.	vs	The Employers' Liability Assur. Corp.	93
Livengood, Hurst	vs	American Automobile Inds. Co.	166
Leffler, Jacob A.	vs	John Castner	191- 247
Ludloga Building Loan Fund + Savings Assn, The	vs	Mary E. McDonald, et al	194
Lebanon Hardware Company	vs	William Vickery	256
La Grange, Bergen	vs	Danville South Cemetery, et al	318
Louisville Joint Stock Land Bank	vs	Alvia B. Plunkett, et al	375-439
Lawson, Wilson T.	vs	Wm L. Sheldon, Gdn, etc, et al	395
Lowder, Isaez.	vs	Pittsboro Water Co.	403-607
Linder, Frank E. (13841)	vs	Conrad L. Riebe	427
Linder, Frank E. (13842)	vs	Conrad L. Riebe	427
Lovell, Dorothy	vs	Earnie Lovell	436
Ludoga Bldg. Loan Fund & Savings Assn	vs	Chas. W. Frazee, et al	441
Larkin, A. J.	vs	Jeremiah Hadley, et al	483
Larkhart, Nancy A.	vs	Oscar B. Larkhart, et al	570
Lash, Augustus	vs	Chloe Palmer Heller	542
La Fayette Life Insurance Co., The	vs	Scott E. Buell, et al	567
Lizton State Bank, Rec., etc. (14015)	vs	Ralph Wills, et al	569
Lizton State Bank, Rec., etc. (14016)	vs	Ralph Wills, et al	569
Lizton State Bank, Rec. etc. (14017)	vs	Frank E. Wills, et al	569

Mutual Benefit Life Ins. Co., A Corp., The	vs	Thomas G. Durham, etal	341 21-332
Musselman, O. Frank	vs	John W. Frazee, etal	381-394 241-249-254-255-257-310 32-58-192
Miles, Jefferson M.	vs	John T. Busby, etal	41
Masterson, Fred A.	vs	W. W. Dark, etal	115
Morgan, Henry C.	vs	Milton T. McCarty, etal	121
Murphy, Edith E.	vs	E. E. Sparks, etal	121
Moore, Hulda	vs	Joseph W. Moore	325-336 121-204-321-
Millman, Wade	vs	Allen E. Osborn, etal	122
Metropolitan Life Ins. Co. A. Corp.	vs	John J. Dugan, etal.	139-451-461
Montgomery, George B.	vs	Samuel J. Underwood	158
Miles, Albert Strong	vs	Nettie Miles Ruder, etal	162
Madge, Joseph & Catherine	vs	P. H. Shutts	201
~~Moore, Hulda~~	~~vs~~	~~Joseph Moore~~	~~204-321-325~~
Mishawaka Rubber & Woolen Mfg. Co.	vs.	E. M. Woodward	55-6 212-232-~~564~~
Moore, Urban	vs	Indianapolis Power & Light Co.	~~513~~-521-534 225 227-8
" "	"	" "	232-3-5-272
Milhon Ethor B.	vs	Earl Burton et al	236
~~Musselman, O. Frank~~	~~vs~~	~~John W. Frazee, etal~~	370 ~~254-255 241-249-259~~
Murphy, Kathryn Leona	vs	Dennis Harold Murphy	248
Meyers, Walter	vs	Leonard J. Wild	253
Milkan, Elwood	vs	Omer Boler etal	260
Maraj, Ramsarut	vs	Indpls. Power & Light Co. etal	301-308-319 274-294
Metropolitan Life Ins. Co.	vs	Lucile N. Anderson, etal	289-350
Mutual Benefit Life Ins. Co., A Corp., The	vs	Joseph T. Goss, etal	289
Metropolitan Life Ins. Co., A Corp.	vs	James M. Cosler, etal	302
Moore, C. L., D. M. Moore & W. T. Newton, etc	vs	Otis Kirtley	325
Masten, Clarence H.	vs	Lloyd Vaughn	354
Montfort, Nell K.	vs	John L. Bartlow, etal	388 383-385-386
Mutual Benefit Life Ins. Co.	vs	John K. Terry, etal	394
Mutual Benefit Life Ins. Co., A Corp.	vs	Ulysses S. Smith, etal	399-407
Midland Acceptance Corp. of Ind.	vs	Cecil Helton	409-416-450-516
Martinsville Trust Co. of Martinsville, Ind.	vs	Sero All Garment Co.	421-471-472
Mahoney, Margaret	vs	James Mahoney	434
Murphy, Wm C., etal	vs	Madison Ave. State Bk., etc	450
Montgomery, Elsie F.	vs	Uhlen Bldg Co., A Corp.	458-510
Mueller, Leo. L.	vs	Elizabeth N. Mueller,	501
~~Midland Acceptance Corp. of Ind.~~	~~vs~~	~~Cecil Helton~~	516
Mallicoat, John Clay	vs	Sam Jordan	551
Mutual Benefit Life Ins. Co., A Corp., The	vs	Callie Wiggam etal	580
Miller, Hazel	vs	Wm E. Jones	593

Mc Glothlin, James B.	vs	Edward C. Wilson	72
Mc Mann, Edith	vs	Henry O. Mc Mann	83
Mc Sheeters, Minnie E.	vs.	Frank Stringer et al.	220-228
Mc Caslin, James E.	vs	Fred Marshall	442-270-429
Mc Kinney, Admr. etc, George L.	vs	Violetta Velas	5-39 298-299-329-
Mc Combs, Homer	vs	Natl. Viscount Corp.	390

Nash, Guardian etc., George	vs	Cleo Hunt, etal.	6-80
Newby, Lee	vs	Fred Fisher	151
Neal, C.O.	vs	Harold L. Watson	193-
National Discount Corp.	vs	C. C. Emery	198
Neal, C. V.	vs	Harold L. Watson	247
Northern Indiana Telephone Co.	vs	Commercial Telephone Co.	248
Noblet, Cheiler	vs	Marion Noblet, etal	312
Newby, Robert M.	vs	Harry Hughes, Admr. etc, etal	321-392
Nort Whitesides Co.	vs	Forrest Pritchard	353
Nicolay, A. R., etc.	vs	Everette Stanley	556

Olsen, Urban	vs	Irene Olsen	2
Oil Well Supply Co.	vs	Chas. E. Karns, et al	23
Osborne, L. Wallace	vs	Harvey Harry F. Davidson, et al	118-150 434-212-327-329-233-436-256
O'Hair, Cyrus	vs	Security Trust Co., et al	166-170-173-190-225
Oliphant, Etta R.	vs	Charles E. Tuttle, et al.	192
O'Hair, Cyrus. Assn. & Judgment			210-11 ~~329~~
O'Mahoney, Joseph P.	vs	Walter P. ~~Morton~~ Marton	291-363-431 286-288-289
O'Mahoney, Cecilia	vs	Walter P. Marton	425-427-431
O'Mahoney, Bridget	vs	Walter P. Marton	431

Prudential Insurance Co. of Amer. The	vs	James M. Hogan	12-172-179
Pritchard, Forrest F.	vs	Carolyn L. Pritchard	24-47-365
Plaza Square Realty Co., A. Corp.	vs	New Amsterdam Realty Co., A Corp.	360-414-436 36-85
Pierson, James A.	vs	Geo. C. Farrey Jr., Rec, etc, etal	131-160
Plainfield Bldg. & Loan Assn, etc. The	vs	Harry F. Swain, etal	133
Perry Twp. of Marion County, Ind.	vs	Public Service Co. of Ind.	161
Peoples State Bank, Trustee, The	vs	Arthur W. Sukre, etal	237-506 176-177
Plumbers Supply Co. Inc.	vs	H. Ollie Flack, etal.	190-498
Prudential Life Insurance Co.	vs	George Vice, etal.	191
Prudential Life Insurance Co.	vs	Levi Cunningham, etal.	192
Pierson, James A.	vs	George C. Farrey Jr. etc. etal	213
Prudential Life Insurance Co.	vs	Otto M. Moore	227-628
Pickett, Everrett	vs	Hilda Pickett	236
Paper Machine Co.	vs	Riley E. Smith	294-395-434
Prudential Life Insurance Co.	vs	Ada L. Pritchett, etal	299
Prudential Life Insurance Co.	vs	Theodore Ogden, etal	299
Peoples State Bank, Trustee, The	vs	Wm Marshall, etal	580-301-434-460
Prudential Insurance Co. of America	vs	Charles E. Yates, etal	338
Plainfield Bldg. & Loan Assn. The	vs	Glenn Williams, etal.	358
Pickens, Katherine	vs	Paul O. Pickens	392
Penrose, Wm	vs	Erwin McClain	396
Publishers Autocaster Service Co.	vs	D.L. Campbell, etc	442
Peoples State Bank, Trustee, The	vs	Carleton B. McCullough	587 454-487
Phillips, Chester E.	vs	Freda A. Phillips	467
Plainfield Bldg. & Loan Assn, etc, The	vs	Chase Fletcher, etal	490
Plainfield Bldg. & Loan Assn. etc, The	vs	Carrie Patton,	490
Plainfield Bldg. & Loan Assn. etc, The	vs	Richard G. Averitt, etal	491
Prudential Ins. Co. of America The	vs	Pearlus E. Smiley, etal	597
Prudential Ins. Co. of America, The	vs	Warren W. Robbins, etal	619

Quaker State Oil Co. vs R. T. Calbert, etc. 557

Rooker, William V.	vs	John L. Duvall, et al.	1
Ridgway, Evaline (13632)	vs	Frank L. Ridgway	6-7
Roberts, Attie	vs	M. Jane Frank	41
Roach, Elizabeth J., etal	vs	Anna Douglas, etal	87-490
Rawleigh Co., Inc., The W.V.	vs	Clifford Paschall, etal	103
Rusie, Arthur W.	vs	E. E. York, Trustee	147
Russell, Marie, a minor etc.	vs	Circle Cab. Co., etal	332 166-184-228.
Rogers, Oscar A.	vs	Millard Shelley	182
Ralston, Boyd M., Rec. etc.	vs	Albert L. Crittenden, etal	278 196-203-264
Rodocker, Erostus	vs	Earl Carter	211
Ryker, John P.	vs	J. W. Canton	248
Roberts, Daniel F.	vs	John Caylor	250
Roach, Tom	vs	Martin Duffy, etal	354
Roberts, Laleba	vs	Warren Roberts	409
Ralston, Boyd M. Rec. etc	vs	Jay L. Miller, etal	443.
Rivers, Leslie O.	vs	Carlos H. Moorman	280
Railroadmen's Bldg. & Savings Assn., The	vs	Ira W. Orcutt etal	501
Richeson, Edith D.	vs	Leonard Richeson	517-580-617 523-527-567
Russell, Marie	vs	Milton Russell	525
Risk, Albert L.	vs	Edna L. Risk	529
Ridgway, Evaline (14082)	vs	Frank L. Ridgway	581
Ralston, Boyd M., Rec. etc.	vs	Emma Mills Thomas	609
Ruse, George	vs	Christopher C. Helton	609

State of Ind. Ex. Rel. Douglas R. Armstrong, etc.	vs	Riner C. Stewart, etal	4-37
State of Indiana, The	vs	Leo Libka	5-11
State of Ind. Ex. Rel. Mabel B. Rockstroh	vs	Ind. Pls. St. Railway Emp. Pen. Fund. Assn.	6-7-14-504
State of Indiana, The	vs	Loyd Merrill, etal	7
" " " "	vs	Harold Phillips, etal (7227)	17
" " " "	vs	Elmer Ross	19
" " " "	vs	Harvey L. Robinson	19-83-276
" " " "	vs	General Hurst	20
" " " "	vs	Thomas Joyce	20
State of Ind. Ex. Rel. Emma Petty, etc.	vs	Harold M. Kretzer, etal	24
State of Ind. Ex. Rel. Luk Petty, etc.	vs	Harold M. Kretzer, etal	24
Stamm, Robert L., etal	vs	Seaboard Surety Co., etal	25-497
State of Indiana, The	vs	Delaney, Russell	26
" " " "	vs	Robert Vannice, etal	26
" " " "	vs	Walter Thetamore	28
" " " "	vs	Orla Cline	32
" " " "	vs	Loyd Merrill, etal	33
" " " "	vs	Antoine Derosier	48-48
State of Indiana Ex. Rel. Luther F. Symons, etc.	vs	Hunter Bank, etc. (321-5-78-604)	48-141-142
State of Indiana, The	vs	Paul A. Vittetow	50
Simons, Harney, Rec. etc.	vs	Elmer Lester	53-58
State of Indiana, The	vs	Chester Storms	53
" " " "	vs	Leonard McMullen	58-69-71
Sinclair Refining Co.	vs	Ralph Wills	60
Smith, Frank, etal	vs	Samuel McBee, etal	61-480
State of Indiana, The	vs	Alva K. Voris, etc.	61
" " " "	vs	Ellis Wood	64-69
" " " "	vs	Loleta Belmore, etal (369)	71-128-167-362
Stevens, Bettie	vs	Harold K. Stanley, etal	78
State of Indiana The	vs	John W. Grimes, etal	85-135-150-275
Shelley, Earl	vs	Sam Agnew	97
State of Indiana, The	vs	Aaron Bray	98-500
Schloss Bros. Investment Co.	vs	Edgar M. Milam, etal	102
State of Indiana, The	vs	Curlie Fisher	105
" " " "	vs	Marion S. Black	106
" " " "	vs	Jewell Black	106
Shank, J. Walter	vs	The Peoples State Bank (469-542-574-153-237-248-364-377-)	108-115
State of Indiana	vs	~~Archibald A. Figg, etal~~ (See next page)	~~115~~
State of Indiana	vs	Samuel S. Richardson, etal (323)	116-137-150
" " "	vs	Frank Jones, etal (324)	114-122-141
" " "	vs	Frank Jones, etal	114
" " "	vs	Grover Puryear	116
" " "	vs	Elbert Smith	116-369
" " "	vs	William Behrens, etal	118

Smock, Edward R., Ex. etc.	vs	William T. Boyd, etal		118-150
St. of Ind. Ex. Rel Luther F. Symons, etc.	vs	Pittsboro State Bank, Pittsboro	224	119-151-154-180
St. of Ind. Ex. Rel Luther F. Symons (13166)	vs	Clayton Bank & Trust Co.		120-~~150~~.
State of Indiana, The	vs	Charles Nickum		131-132-134
" " "	vs	Leo Norman		132-154
Spahr, John O.	vs	Geneva Bates Myers	574-576	133-347-380-
State of Indiana	vs	Daniel W. Shattuck, etal		133
St. of Ind. Ex. Rel. Luther F. Symons (9810)	vs	Clayton Bank & Trust Co.	321-450	134-166-192-206-272
State of Indiana	vs	Robert L. Maze		136-150-185
" "	vs	John J. Flynn, et al.	262	138-150-186
" " The	vs	H. Gatewood (etc).		140
" " "	vs	Charles Wiggam		140
" " "	vs	Harvey L. Robinson		144-200-416.
Simons, Luther A.	vs	J. C. Jordan		146
State of Indiana, The	vs	Arthur Arby		148
" " "	vs	Garnie Lovell		148
" " "	vs	Harlin Hurst		162-168-339
" " " (7342)	vs	Spencer Buckman		165-168
" " "	vs	Lester Goff		167
" " "	vs	Duffy, Harry		167
" " "	vs	Whitten, Rex, etal		168
" " "	vs	Chester Storm		168
Shreves, Eugene C.	vs	Wm R. Newkom, Gdn, etc, etal.		169
State of Indiana, The (7304)	vs	Effie M. Jones		177
" " " (7305)	vs	Effie M. Jones		178
" " "	vs	William L. Jones		178
Schneid, Kate	vs	Mathew C. Eaton, etal		84
Shelby, Norris P, Admr. etc.	vs	Cecil Cage		187
State of Indiana, The (7314)	vs	Elmer Ross		194
" " "	vs	Milton Richardson		194
" " "	vs	Otis Mc Mullen		202
~~State of Ind. Ex Rel Luther F Symons~~				
~~Bank Commissioner etc~~	vs	~~Clayton Bank & Trust Co.~~	(abated)	~~206-272.~~
Stringer, Beryl	vs	Stringer, Sterling	375	206-261-272
State of Ind. Ex Rel James M. Cosler	vs	Lewis L. Pounds etc. etal	367	206-220
State of Indiana	vs	Russell Jewell		209-324
Sperry Wm B.	vs	Edmond Mahoney		209
Stuart, Leroy etc	vs	Greyhound Lines, Inc.	218-219	209-268-213
~~Stuart, Leroy etc~~	vs	~~" " " "~~		~~213~~
State of Indiana (7311)	vs	Elmer Ross		214
" " "	vs	~~Leo Norman~~ Leo Norman		~~214~~ 232-267-268
~~Stuart, Leroy, etc~~	vs	~~Greyhound Lines Inc.~~		~~218-19~~
State of Indiana	vs	J. H Neff	390-394-393	218-372-375
~~State of Ind. ex rel. James M Coster~~	vs	~~Lewis L Pounds etc~~		~~220~~

For continuation of "S" see letter "U".

Thompson, Robert E.	vs	Mary E. Thompson, etal	20-40-50 154-156-360 296
Todd, Jeannette Moore	vs	Angeline Neal, etal	58-83-152 296
The Marion County State Bank	vs	Emma Miles Thomas	216
The H. Lieber Company	vs	Blair Taylor	214-252 275
The Peoples State Bank, Trustee	vs	Arthur W. Suhre et al	237
The Meyer Kiser Bank	vs	Gail Greenen	245
Tarver Hattie	vs	Alma Kittle et al	246
The Mutual Benefit Life Ins. Co. (a corp)	vs	Callie Wiggam	250
Twitty John W.	vs	Herman B. Ross et al	350-474-521-532 273-301 412-427-447-473
Thompson, Walter et al	vs	Mooresville Bldg. Saving & Loan Assn.	541-542 328-409-419 282
Thompson, Walter, et al	vs	C. M. Allen et al	282-328
Thompson, D. Fenton	vs	Colonial Mineral Springs Co.	299-425
Turpin, Luella	vs	Rector Dye, etal	348-403-486
Tharp, Glen, etal	vs	John W. Hodges, etal	353
Town of Clayton, Board of Fin. of Clayton, its	vs	Charles B. Warrell, etal	392-474
Thompson, Walter, etal	vs	Everard F. Hadley etal	613-614- 551-576-607
Trotter, Irene Hays	vs	Wm. Fred Trotter	562
Tuell, Ray S.	vs	Arthur E. Bly	581

Union School Twp. of Hend. Co., Ind.		vs	James Northern, etal	94
Union Central Life Ins. Co. of Cinn. Ohio, The		vs	Ida B. Hadley, etal	119-621
Underwood, Orlando C., et al.		vs	Myrtle Poole	191-
United States Rubber Products, Inc.		vs	Edith M. Woodward	275
Underwood, Henry H.		vs	A. Emmett Bly, etal	305
Union Central Life Ins. Co. of Cinn., Ohio, The		vs	Rose Harris, etal	342

Small, Mark etc	vs	J. N. Whittinghill et al.	220
~~State ex Rel Luther Symons~~	~~vs~~	~~Pittsboro State Bank~~	~~224~~
State of Indiana	vs	Ruth Nagg	225
" " "	vs	Vern Bratton	225
" " "	vs	Archibald A. Figg et al	150-461-478-491-1520-233-252
" " "	vs	Warren Roberts	234-236
" " "	vs	Paul A. Vittetow	236
~~Shank, J. Walter~~	~~vs~~	~~The Peoples State Bank~~	~~237~~ ~~248~~
State of Indiana	vs	William Adams	240
Sperry, Wm H et al	vs	Colonel J. Davidson et al	244
Swails, Ernest C	vs	Eva Swails	246-503
Steffey, Conrad C.	vs	George B. Good	247
~~Shank, J. Walter~~	~~vs~~	~~The Peoples State Bank~~	~~248~~
Smith, Donald L.	vs	Leonard J. Wild	253
State of Indiana (7329)	vs	Cleo Riggen	251-254
" " "	vs	Wm Ray Chas. Ray	251-263
" " "	vs	John W. Strickland	258
" " "	vs	Vern Mohler et al	264-269-298
Smock, Edward R., Ex.	vs	Wm T. Boyd et al	266
State of Indiana	vs	John Grimes et al	275
" " "	vs	George Arnold et al	282-284-287
" " "	vs	Joe Haines	283
" " "	vs	Barney Coleman	284
" " "	vs	Paul Smith	285
Stratton, Desdamonia C.	vs	Carl H. McCaskey	287-499
St. of Ind. Ex Rel Richard A. McKinley, Jr.	vs	Citizens Bank (of Ind.)	377-431-516-530-308-308-351-362-
State of Indiana	vs	Tim Feeney	304
" "	vs	Tallman, Frank, et al	306-423
" " (7364)	vs	Cunningham, Chas, et al.	309-312-317
Swain, George F.	vs	Fred Clark	312-504
Shrake, Burrel	vs	Sinclair Oil Refining Co	314-503
State of Indiana (7365)	vs	Cunningham, Chas, et al.	317-333
State of Ind. Ex Rel Flora Archer,	vs	Judson Renn	320
State of Indiana	vs	Ruben Shuler	321
Smith Agricultural Chemical Co, The (7366)	vs	Erasmus D. Montgomery, et al	322-338
State of Indiana (7368)	vs	Richard Hoye, et al.	325-328
" " "	vs	Norrel Leisure	328-369
" " " (7295)	vs	Cleo Riggen	338-383
" " "	vs	Emma Miles	341
" " "	vs	William C. Miles	341
" " "	vs	Sterling Stringer	348-458-535
" " " (7370)	vs	Cleo Riggen	349
" " "	vs	William Ray Gore	349
Schwindler, Homer M.	vs	Paul Tomlinson	349

For Continuation of "S" see Letter "V"

Virginia Carolina Chemical Co.	vs	C. E. Wiggam et al 394 214-224
Vestal, John E.	vs	Penn. Railroad Co. 218
Vandeade, Charles N.	vs	Arthur Wall, etal 554-562-564-574-413-471
Vaught, Mattie	vs	Lewis L. Pounds, Sher. 462
Vaughan, George V.	vs	Jonathan Rigdon 476
Vaughan, George V.	vs	Rebecca A. Hall 539
Vick, Allen B., et al.	vs	Will E. Caine, etal 616

Stuart, Leroy, etc.	vs	Greyhound Lines, Inc., etal	351
St. of Ind. Ex Rel Betty E. Stevens	vs	Harold A. Stanley, etal	354
Shoemaker, Okla	vs	Rusk Shoemaker	355
State of Indiana, The	vs	Wm Rowland, alias, etc. (Ben Allen)	378
Soltau, Wm A.	vs	Ketyrah S. Lawson, etal	388-469-474 577-579-614
State of Indiana,	vs	Herbert Shepherd	390-396
" " "	vs	Ralph Neal, etal	393-601
Smith, Riley E	vs	Levi L. McKinley, etal	395
State of Indiana	vs	Napoleon L. Lawson	404
" " "	vs	John Burdine	404
" " " (1379)	vs	Robert Withers	404
Standard Oil Co.	vs	Fidelity Deposit Co. of Md. etal	496-515-519-523-524 408-421-467
Security Trust Co. Gdn. etc	vs	Frank Martin	413-459
State of Indiana (1375)	vs	Spencer Buckman	413
" " "	vs	Loring Stohler	415-536
State of Ind. Ex. Rel. James D. Gentry	vs	Grover Agan, Pres. etc, etal	418
" " " " " Oliver P. Bedinger	vs	Carl F. King, etc	418
Stone, Minnie A., Admx, etc.	vs	Ernest D. Stout	422
Stone, Minnie A., Admx., etal	vs	Wm W. Stout	423
State of Indiana	vs	Wm Roy Gore	443
" " "	vs	William Hale	450-533-609
" " "	vs	Louis G. Whicker	456
" " "	vs	Will Ward	456-459-463
" " "	vs	Leslie V. Phillips	461-463
" " "	vs	Raymond Feathers	463
" " "	vs	Floyd Davis	476-477
Simmons, Harney F., Rec. etc. (13751)	vs	Thos R. Berry, etal	479
Simmons, Harney F. Rec. etc. (13752)	vs	Thos R. Berry, etal	480
State of Indiana	vs	Ralph Westfall,	481
" " "	vs	Kelly Harlan	482
Simmons, Clarence M.	vs	Thelma N. Simmons	487
State of Indiana	vs	Karst, Roscoe	495
Schwindler, Homer H.	vs	Paul Tomlinson	515
State of Indiana,	vs	Jessie Elmore	522-526
" " "	vs	Fay Bowles	525-528
" " "	vs	Noble Thompson	528
" " "	vs	Paul Hurt	529
" " "	vs	Frank Blessing	533
" " "	vs	Hollis Robinson 592	534-541
" " "	vs	George Thompson	535-536
Simmons, Harney F. Rec. etc.	vs	Bert Freeman, etal	541
State of Indiana	vs	Collie Wiggam	548
" " "	"	Lyell Hartz	548
Simmons Harney F. Rec. etc.	vs	Elmer R. Fesler, etal	550

(See "X" for continuation of "S.")

Wolcott, Rec. etc., Eben H.	vs	Edward Mills	4	
Wehner, Hezia	vs	Lee E. Lukins	28	
Wehner, Dean, etal (13082)	vs	Alfred Trotter, etal	40-60	
Wiggam, Collie E.	vs	Laurence Wiggam	61-67	
Wilson, Olive L.	vs	George A. Anderson	70-499	
Wiggam, Carrie	vs	Collie Wiggam	91	
Walker, Louise Palmer	vs	Herschel H. Holtsclaw	92	
W. T. Rawleigh Co., Inc., The	vs	Clifford Paschall, etal	103	
Weimer, John G.	vs	L. S. Ayres Co.	158-506 128-140-147-157	
Wolcott, Roger G., Rec., etc.	vs	Aaron H. Veit, etal	128-497	
Walker, Helen	vs	Ellis Walker,	181	
Walker, Aubrey etal	vs	John W. Cope	196	
Weaver Nelle a	vs	Sarah Thern Craddick etal	236-363	
Weimer, John G.	vs	L. S. Ayres & Co.	237	
Willys Overland, Inc.	vs	Randall Roberts et al	243	
Wilson Stidwell,	vs	Fred Marshall	245 ~~245~~	
Williams, Oral	vs	Marie Parker	246	
Webster, Irving	vs	Laski Louis Farb etal	266	
Wagner, Norbert A	vs	Mildred Negley etal	522-539 276-277-284 -286	
Wehner, Dean, etal (13006)	vs	Alfred Trotter, etal	274-277	
Williams, Peare	vs	Emma Fluce, etal	332	
W Sutmer Co., The H. C.	vs	Earnest Rushton, etal	350	
Walker, Aubrey, et al	vs	John W. Sope	355	
Watt, John	vs	Ella Hardesty, etal	393-423	
Wilkins, Ida F.	vs	Wilmer Long, etal	421	
Williams, Marvin	vs	Jewel Williams	468	
Williamson, Cyrus C.	vs	Lasalle Extention Univ., etal	597-616-624 548-580	
Wallace, Elijah E.	vs	Mahala Wallace	564	
Welch, Harry	vs	Overland Freight Line, Inc. etal	587	

State of Indiana	vs	James Davidson, etal	558
" "	vs	Clifford Thompson	566
" "	vs	John L. Duvall	571
Schussler, Marie etc.	vs	Louise Stanfield, etal	581
Simonds, Harney F., Rec. etc	13743 vs	Byron O. Ayers, etal	595
Simonds, Harney F. Rec., etc.	13744 vs	Byron O. Ayers, etal	596
Smith, Richard C.	vs	Wellington Harper	601-609
State of Indiana	vs	John Duffy	605
~~Shirley, Bernice E~~	vs	~~Bert Hicks~~	613
Shirley, Bernice E.	(13535) vs	Aubrey Walker, etal	621
Sharp, Ira M.	vs	Charles H. Bell	626

Yeager, Floyd C., etal vs John Jessup, etal 377

Zimmerman, Joseph vs Federal Indemnity Bureau, Inc. 201.
Zimmerman, Mary C. vs Albert G. Rusk, etal 554

Saturday, October 22nd, 1932, and the 42nd day of the September Term, 1932.

Saturday Morning, October 22nd, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

HARPER A. BUSBY)
VS) # 12843
EFFIE A. WINEGARDENER)

Comes now the plaintiff, by counsel, and files motion to re-instate this cause of action, which motion is in the words and figures following, to-wit: (H.I.).

WILLIAM V. ROOKER)
VS) # 13104
JOHN L. DUVALL, ET AL.)

Come now the parties, by counsel, and the defendant, John L. Duvall, files affidavit for change of venue from the County, which affidavit is in the words and figures following, to-wit: (H.I.).

And by agreement of the parties, the Court now sustains said motion, and this cause is sent on change of venue to the Superior Court of Marion County, 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, October 24th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ACTON STATE BANK)

VS) # 13083 Judgt. vs Deft. for $1.06 and Costs.

WILLIAM E. JOYCE) J. D. 16, Page 52.

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 issue, the same is not 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 should be due the plaintiff from the defendant on the note sued upon, a balance of $1.06, 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 E. Joyce, the sum of $1.06, together with the costs of this action, taxed at _____dollars and _____ cents.

URBAN OLSEN)

VS) # 13549 Judgt. vs Pltf. for costs.

IRENE OLSEN) J. D. 16, Page 53.

Comes now the plaintiff in person and by his counsel and comes also the defendant in person and by counsel.

And now the defendant files answer in general denial, which is in the words and figures as follows, towit: (H.I.)

And this cause now being at issue is submitted to the court for trial, finding and decree without the intervention of a jury. And the court having heard the evidence and being sufficiently advised in the premises finds that the allegations of plaintiff's complaint are true and that said plaintiff is entitled to an absolute divorce from the defendant.

The court further finds that, under the evidence in this cause, the plaintiff has been a resident of Hendricks County, in the State of Indiana, for more than two years prior to the 14th day of April, 1932, and also has been continuously upon until the trial of this cause, for many years prior to the filing of this complaint, a resident of said Hendricks County, state of Indiana.

It is, therefore, ordered, adjudged and decreed that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are, hereby dissolved and that the plaintiff be, and he is hereby granted, an absolute divorce from the defendant.

It is further ordered and adjudged that the plaintiff pay the costs of

this action taxed at $_____.

Petition for allowance of attorney fees is now denied by the Court, to which ruling the defendant duly excepts.

CAROLINE H. INGLING)

VS) # 13567

M. O'CONNOR & CO. ET AL.)

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, October 25th, 1932,

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

EBEN H. WOLCOTT, AS RECEIVER)
OF THE STATE SAVINGS AND)
TRUST COMPANY.)
VS) # 13509 Judgt. vs Deft. for $1057.33 and Costs.
EDWARD MILLS.) J. D. 16, Page 53.

This cause coming on for trial by the court without the intervention of a jury, and the parties being present in person and by counsel and announcing ready, and evidence being heard and the court being sufficiently advised in the premises, finds:

That there is due and owing by defendant to plaintiff as principal and interest on said note the sum of $957.33 and $100.00 as attorney's fee for plaintiff's attorney herein, making in all the sum of $1057.33.

It is Therefore Ordered and Adjudged that plaintiff have and recover of and from the defendant the sum of $1057.33 without relief from valuation and appraisement laws and bearing interest at the rate of eight per cent (8%) per annum from the date hereof.

Dated this 25th day of October, 1932.

STATE OF INDIANA, EX REL DOUGLAS)
R. ARMSTRONG, BY DOUGLAS V.)
ARMSTRONG HIS NEXT FRIEND.)
VS) # 13679
RINER C. STEWART, ET AL.)

Come now the parties, by counsel, and the Court having examined the defendants' affidavit for change of venue from the County, heretofore filed, does now sustain the same. And said parties failing to agree upon a county to which to send this cause of action, the Court now submits the names of adjoining county, from which to strike.

ETHYEL M. BROWN)
VS) # 13716
RANSFORD W. BROWN)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of the defendant, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court having examined said affidavit and being duly advised, now orders the Clerk of this Court to issue non-resident notice, making the same returnable December 22nd, 1932.

THE STATE OF INDIANA)
VS) # 7308
LEO LIBKA)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant in open Court, and said defendant being duly arraigned, for his plea says that he is not guilty.

And the Court being duly advised, now fixes the defendant's bond at $500.00.

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 26th, 1932.

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

EVALINE RIDGWAY)
VS) # 13632
FRANK L. RIDGWAY)

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

GEORGE NASH, GUARDIAN)
OF THOMAS FEENEY.)
VS) # 13689
CLEO HUNT, ET AL.)

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.).

THE STATE OF INDIANA ON)
THE RELATION OF MABEL B.)
ROCKSTROH .)
VS) # 13637
INDIANAPOLIS STREET)
RAILWAY EMPLOYEES PEN-)
SION FUND ASSOCIATION.)

Judgt vs Deft., Indianapolis Street Railway Employees Pension Fund Association, for $973.00.
J. D. 16, Page 53.

Judgt vs Pltf. for Costs.
J. D. 16, Page 53.

Come now the parties, by counsel, and the Court now renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the Court that Amelia J. Hough have and recover of and from the defendant, Indianapolis Street Railway Employees Pension Fund Association, the sum of $973.00, and that the plaintiff take nothing by her complaint herein, 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. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, October 27th, 1932.

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

THE STATE OF INDIANA)
VS) # 7309
LOYD MERRILL)
JOE KELLER)
MILES SHIPP)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendants, in there own proper persons and by counsel, and being duly arraigned in open Court, each for his plea, says that he is not guilty.

And the Court being duly advised, the said defendants are each released on his own recognizance until November 12th, 1932.

THE STATE OF INDIANA ON)
THE RELATION OF MABEL B.)
ROCKSTROH.)
VS) # 13637
INDIANAPOLIS STREET RAIL-)
WAY EMPLOYEES PENSION)
FUND ASSOCIATION.)

Comes now the plaintiff, by counsel, and files motion and reasons for new trial, which motion andreasons are in the words and figures following, to-wit: (H.I.).

EVALINE RIDGWAY)
VS) # 13632
FRANK L. RIDGWAY)

Come now the parties, by counsel, and in open Court, the court now sustains motion, heretofore filed, for change of venue from the County.

And by agreement of said parties, this cause is now sent on change of venue to Putnam County. Five days are given to which to pay the costs and perfect change.

CENTRAL SUPPLY COMPANY)
VS) # 13617
H. OLLIE FLACK, ET AL.)
ETC.)

Come now the parties, by counsel, and the defendants offer to confess judgment in sum of $1500.00 with accrued costs to October 21st, 1932.

Said defendants nowofile answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

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 cause, does now take

the same under advisement.

MADOLYN HARLEY)
VS) # 13615 DECREE OF DIVORCE Judgt. vs Deft. for $7.00 per Week.
GLENN HARLEY) J. D. 16, Page 54.

Comes now the plaintiff by her attorney, Harney F. Semones, and the defendant not appearing is three times audibly called and comes not but wholly makes default and it appearing to the Court that the defendant has been duly served with process more than ten days 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 that the allegations of the 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 proper person to have the care, custody and control of the children named in her said complaint and that the plaintiff is entitled to an allowance from the maintenance and support of said children.

It is therefore considered and adjudged by the Court that the bonds of matrimony existing between plaintiff and defendant be and they are hereby dissolved and that said plaintiff is hereby granted a divorce from said defendant.

It is further considered and adjudged by the Court that the plaintiff have and recover of and from the said defendant the sum of $7.00 per week alimony; that said judgment for alimony be payable to the Clerk of the Hendricks Circuit Court and until further order of this Court.

It is further considered and ordered by the Court that the plaintiff have the care, custody, and control of the following children: John Ellen Harley, 4 years of age and Glenna Jean Harley, 2 years of age, until the further order of this Court; it is further ordered that said defendant pay in to this Court the 1st of each month for the support and maintenance of these children the following sums, to-wit: For June Ellen Harley, $3.50 per week and for Glenna Jean Harley $3.50 per week.

JAMES M. COSLER)
VS) # 13701 Judgt. vs Deft. for $263.80 and Costs.
WILLIAM LEAP) J. D. 16, Page 54.

Comes now the plaintiff by his attorney and it appearing to the satisfaction of the Court by the summons issued in this cause and the return of the sheriff endorsed thereon which summons and return are in the following words and figures to-wit: (here insert) that the defendant William Leap was duly summoned to appear and answer the complaint of the plaintiff herein on the 22nd day of October 1932, and that said summons was duly served upon defendant ten (10) days prior to that date. And the defendant having failed to appear is now, upon motion of the plaintiff, three (3) times audibly called in open Court but comes not and herein wholly makes default.

And this cause is now submitted to the Court for trial, finding, and decree and the Court having heard the evidence and being sufficiently advised in the premises does now find for the plaintiff that the material allegations of his complaint herein are true; that the defendant rented and leased from the plaintiff for the term of two years beginning on the first day of March 1932 and ending on the last day of February 1934 the following described real estate in Hendricks County, Indiana to-wit:

Fifty four and 66/100 acres off of the south end of the east half of the southeast quarter of section 17, township 17 north, range 1 east; also the northeast quarter of the northeast quarter of section 20, township 17 north, range 1 east containing 40 acres, more or less, and containing in all 94.66 acres, more or less that said rental contract was in writing and a true copy thereof is filed with the complaint herein and marked exhibit A; that the defendant agreed to pay to the plaintiff as rent for said premises the sum of $850.00 and executed to the plaintiff his four (4) promissory notes in the sum of $212.50 each, maturing on the first day of October 1932, the first day of February 1933, the first day of October 1933, and the first day of February 1934 respectively. The first two of which notes maturing on the first day of Oct. 1932 and the first day of February 1933 are sued on in this action and copies of the same filed with and made part of the complaint herein marked exhibit B and C respectively; that in and by the terms of said written contract the defendant agreed that the plaintiff shall have and hold a lien on all crops on said leased premises to secure the payment of said notes; that on the 10th day of October 1932 and before the beginning of this action the plaintiff filed in the office of the recorder of Hendricks County a written notice of his intention to hold a landlords lien on all the crops raised on said premises to secure the payment of said rent which notice was duly recorded on said tenth day of October in Miscellaneous Record No. _____page_____ a true copy of which notice is filed with and made a part of the complaint herein and marked exhibit D; that the defendant took possession of said real estate under said rental contract and is still in possession thereof; that in the crop season of 1932 the defendant raised and produced on said land thirty (30) acres of corn which is still standing in the field except such portion thereof as has been used by the defendant for his own use and he also produced on said land a crop of oats of which about 600 bushels are now in the granary on said farm as well as about four (4) tons of sheaf oats; but the defendant has wholly failed to pay any portion of the rent for said premises; that there is now due and unpaid on said note marked exhibit B the sum of $213.80, and the further sum of $50.00 for plaintiff's attorney fee in this cause which the Court finds to be a reasonable amount for said attorney fee.

And the Court further finds that the note maturing on February 1, 1933 is not yet due but that said note was executed from the rent of said premises its payment being secured by the liens above herein found.

It is therefore considered, adjudged and decreed by the Court that the plaintiff recover of and from the defendant the sum of $263.80 and the costs of this action accrued and to accrue; that the landlords lien held by the plaintiff on said crops of corn and oats above found be and the same is hereby foreclosed, and the same or as much thereof as may be necessary is ordered sold by the sheriff as other property is sold upon execution without relief from valuation or appraisement laws, and the proceeds of such sale may be applied as follows:

1. To the payment of the costs in this action accrued and to accrue.
2. To the payment of the amount due to the plaintiff for principle, interest, and attorney fee.
3. The Surplus remaining, if any, shall be paid to the Clerk for the use and benefit of whomsoever may be lawfully entitled thereto.

It is further ordered by the Court that in the event the note maturing February 1, 1933 is not paid on or before the date on which it becomes due plaintiff may have an execution or order for further sale against the defendant for the collection

thereof, all of which is finally ordered and adjudged by the Court.

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 28th, 1932.

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

THE STATE OF INDIANA)
VS) # 7308
LEO LIBKA)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause because of lack of evidence, 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 the defendant, Leo Libka, is now discharged.

JOHN J. GAMBOLD)
VS) # 13674 Judgt. vs Deft. for Costs.
MERLE CLEPPINGER) J. D. 16, Page 54.

Come now the parties, by counsel, and by agreement of said parties, this cause is now dismissed, at the cost of the defendant.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the defendant, Merle Cleppinger, 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, October 29th, 1932.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) CAUSE # 13687 Judgt. vs Deft. for $8503.16 and Costs.
JAMES M. HOGAN) D E C R E E J. D. 16, Page 54.

Comes now the plaintiff by EDGAR M. BLESSING and REMY, HARRISON & REMY, its attorneys, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause to the sheriff of Hendricks County, Indiana, which summons and return or the sheriff endorsed thereon are in the words and figures following, to-wit: (H.I.):

That the defendant, James M. Hogan, has been served with summons herein; that he has had due and legal notice of the pendency of this cause and of the time when and court in which it would come on to be heard.

And now on motion of the plaintiff, the defendant, James M. Hogan, is three times loudly called in open court, but comes not, now anyone for him, but herein wholly makes default.

Now this cause being at issue on the complaint and the default of the named defendant, the same is submitted to the Court for trial, finding, judgment and decree without the intervention of a jury.

Now the court being duly advised in the premises, having heard the evidence, finds for the plaintiff that the allegations of the complaint are true and that the relief therein prayed should be granted.

The Court further specifically finds that there is due to the plaintiff from the defendant, James M. Hogan, the following sums, to-wit:

Principal - -	$6900.00
Int. - balance accrued 7 - 30 - 31 -	77.93
8% int. from 7 - 30 - 31 to 10 - 22 - 32 -	698.40
1930 taxes advanced by plaintiff -	151.10
8% int. from 2 - 4 - 32 to 10 - 22 - 32 -	8.70
1931 taxes advanced -	260.93
8% int. from 10 - 4 - 32 to 10 - 22 - 32 -	1.10
Abstract expense	5.00
TOTAL PRINCIPAL, INTEREST AND ADVANCEMENTS -	$8103.16

The Court further finds that a reasonable fee for the plaintiff's attorney is the sum of $400.00; and that the plaintiff is entitled to recover said sum as part of its judgment.

The Court further finds, as alleged, that the above indebtedness is secured by a mortgage lien on real estate in Hendricks County, Indiana, as hereinafter described; that the said mortgage was duly executed by James M. Hogan, as alleged, on January 30, 1925, at which time the said James M. Hogan was the owner in fee simple of said real estate; that, as alleged, said mortgage was filed for record and recorded at 4.15 o'clock, P. M., on February 4, 1925, and recorded in Mortgage Record 81, Page 490 in the office of the Recorder of Hendricks County, Indiana; that on its filing for record, said mortgage became, has since remained, and now is a first and paramount lien on said real estate, prior and superior to all claims of the defendants therein and thereto and to the claims of all persons claiming through them since the commencement of this suit.

The court further finds, as alleged, that the terms of said

note and mortgage were breached by the non-payment of the interest on the principal debt and the instalment of principal when the same became due on July 30, 1931, and that thereupon the plaintiff elected to declare due and owing the entire principal balance with interest at 8 per cent. per annum from said July 30, 1931.

The Court further finds that the real estate is inadequate security for the mortgage debt; that the plaintiff is in danger of suffering great and irreparable damage unless a receiver is appointed forthwith.

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendant, James M. Hogan, the sum of Eight Thousand one hundred three and 16/100 ($8103.16) Dollars, principal, interest and advancements, together with the further sum of $400.00, attorney fees, or a total of $8503.16, together with costs of this suit and accruing costs, with 8 per cent. interest per annum from this date; all payable without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed that the plaintiff's mortgage be foreclosed; and that the equity of redemption of each and all of the defendants in the following described real estate in Hendricks County, Indiana, to-wit:

The Northeast Quarter of the Southwest Quarter of Section 30, Township 17 North, Range 2 East of the Second Principal Meridian, containing 40 acres;

Also, part of the East Half of the Northwest Quarter of Section 30, Township and Range aforesaid, bounded and described as follows: BEGINNING at the center of said Section 30; thence West 40 rods; thence North 104 rods; thence East 40 rods to the half-section line; thence South to the place of beginning, containing 26 acres;

Also part of the West half of the Southwest Quarter of Section 30, Township and Range aforesaid, bounded as follows: BEGINNING at a point 9 chains 78 links South of the Northeast corner of said West half-quarter; thence South 30 chains 20½ links to the Southeast corner of said half-quarter; thence West 21 chains 50 links to the Southwest corner of said Section 30; thence North 29 chains 73½ links to a stone in the center of the Public Highway, which stone is 10 chains 22 links South of the Northwest corner of said half-quarter; thence with the center of said highway North 88° East 21 chains 75 links to the beginning, containing 64.75 acres;

Also part of the Northwest Quarter of the Northwest Quarter of Section 31, Township and Range aforesaid, bounded as follows: BEGINNING at the Northwest corner of said Section 31; thence South 53-1/3 rods; thence East 60 rods; thence North 53-1/3 rods; thence West 60 rods to the beginning, containing 20 acres;

Containing in all 150.75 acres, more or less, in Brown Township, Hendricks County, Indiana;

be foreclosed and that the said real estate, together with all right, title and interest of the defendants in and to the same, or as much thereof as may be necessary, shall be advertised and sold by the sheriff of Hendricks County, as other lands are sold on execution; sale to be made without relief from valuation or appraisement laws, but free and clear of all claims of all defendants and all persons claiming through them since the commencement of this suit; proceeds to be applied as follows, to-wit:

1. To the payment of costs accrued and accruing;
2. To the payment of plaintiff's judgment with 8% interest;
3. The overplus, if any there be, shall be paid by the sheriff to the clerk of this court for the benefit of the person lawfully entitled to receive the same.

And now the Court hears evidence upon plaintiff's petition and request for the appointment of a receiver in this cause, and having heard the evidence does now reserve his decision therein until the land herein is sold by the Sheriff herein as directed.

It is further ordered that a certified copy of this decree, under the hand and seal of the clerk of this court, directed to the sheriff of Hendricks County, Indiana, shall be sufficient authority for said sheriff to proceed forthwith to execute this decree; and said sheriff shall make due return of his proceedings herein.

All of which is ordered, adjudged and decreed.

CHARLES O. LAWLER, ET AL.)
VS) # 13614
NORA J. NEAL, ET AL.)

Come now the parties, by counsel, and the Court having examined the plaintiffs' motion for change of venue from the County, heretofore filed, and being duly advised, now sustains the same. And by agreement of said parties, this cause is sent on change of venue to Boone County, Indiana, and ten days are given in which to pay the costs and perfect change.

THE STATE OF INDIANA, ON THE)
RELATIONSHIP OF MABEL B.)
ROCKSTROH)
VS) # 13637
INDIANAPOLIS STREET RAILWAY)
EMPLOYEES PENSION FUND ASSOCIA-)
TION.)

Come now the parties, by counsel, and the plaintiff withdraws motion for new trial,

And the Court being duly advised, now directs the Clerk of the Hendricks Circuit Court to pay to Amelia J. Hough the sum of $973.00, now in his hands as such Clerk, in full satisfaction of judgment.

GENERAL COURT ALLOWANCE FOR THE SEPTEMBER TERM, 1932.

Leonard R. Christie, Baliff	$ 120.00
Frank Tucker, Clerk	96.00
Lewis L. Pounds, Sheriff	96.00
Helen Harris, Court Reporter	250.00
Grant Martin, Jury Commissioner	9.00
Anson L. Jones, Jury Commissioner	9.00
Charles V. Sears, Special Judge	80.00
Edgar M. Blessing, Special Judge	50.00
John T. Hume, Special Prosecuting Attorney	100.00
Alvin Hall, Docket Fees	25.00
Lawyers Co-Operative Publishing Co.	7.50
PETIT JURY:	
Fred Simmons	58.80
John F. Tucker	68.00
Chester Reynolds	71.40
Homer A. Warrick	23.50
George Hendrickson	40.00
Thomas E. Swain	51.80
John W. Joseph	47.30
Otis McCormick	3.60
Albert Sloan	60.20
Carl Euliss	15.20
George Reitzell	52.80

William Mackey		46.20
George E. Wendling		4.00
Russell Barlow		52.00
Leslie Selch		47.60
Clyde Terry		4.40
Clifford Watson		4.80
Otis Wheeler		61.60
Albert Sheets		4.40
Merritt Gregory		51.60
Ora Buchanan		11.40
Grant Sellers		45.10
D. D. Jones		45.60
Lee Buchler		35.10
Harry Wilson		4.00
Jewell Gossett		39.00
Jonathan Lowe		16.00
S. M. Storm		3.10
Charles Smith		7.40
Amos Goehler		7.00
Dick Gowin		3.10
Willis Hodley		6.20
Willis Bundy	13 Meals @ 50¢ per.	6.50
J. M. Housman	13 " " " .	6.50
Greene Tea Cafe,	13 " " " .	6.50
E. D. Crawley	26 " " " .	13.00
E. D. Crawley	13 Lunches @ 15¢ per.	1.95
SPECIAL VENIRE PETIT JURY:		
Charles R. Muston		12.00
Harold Pruitt		12.60
Emil Hadley		12.60
Robert Pounds		4.30
John Flynn		3.50
Oscar M. Pruitt		4.20
Walter Bradford		4.30
Albert M. Gable		12.00
Fred Hays		3.80
Hezzie Masten,		4.80
Virgil Hoadley		3.80
Ivan L. Hunt		4.00
T O T A L		$ 1,951.05

Saturday, October 29th, 1932, and the 48th day of the September Term, 1932.

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, 1932, of said Court.

And Court adjourned until Court in course,

Records read and signed in open Court.

A. J. Stevenson, Judge.

GRAND AND PETIT JURORS, DRAWN FOR THE NOVEMBER TERM, 1932.

BE IT REMEMBERED, That on the 31st day of October, 1932, Grant Martin and Anson L. Jones 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 service at the November Term, 1932 of this court, viz:

1. Enos Hutchins	Guilford	Township
2. Verne Wolf	Middle	Township
3. George Joseph	Marion	Township
4. Jacob Edwards	Middle	Township
5. Tim Feeney	Brown	Township
6. Webster Lisby	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 person for Petit Jury service for the November, 1932 of this court, viz:

1. William Merritt,Jr.	Washington	Twp.	16. Claude Weakley	Eel River	Twp.
2. Ralph Blanton	Middle	Twp.	17. Willard Edmonson	Liberty	Twp.
3. Clint Gentry	Middle	Twp.	18. Joe Miller	Lincoln	Twp.
4. Paul Darnell	Clay	Twp.	19. John Doyal	Lincoln	Twp.
5. Frank Fields	Guilford	Twp.	20. James Stevenson	Center	Twp.
6. John Lovell	Middle	Twp.	21. Henderson Turpin	Lincoln	Twp.
7. Ed Biggs	Union	Twp.	22. Herman Griffith	Middle	Twp.
8. Carl Patterson	Middle	Twp.	23. Fred Trotter	Marion	Twp.
9. Ernest Poland	Lincoln	Twp.	24. Robert Blanton	Middle	Twp.
10. Wilson Loy	Guilford	Twp.	25. Amos McCormick	Liberty	Twp.
11. Harley Pennington	Brown	Twp.	26. Eugene Leuteritz	Lincoln	Twp.
12. Glen Duncan	Eel River	Twp.	27. Oscar Benbow	Clay	Twp.
13. Paul Smith	Washington	Twp.	28. Everett Fonner	Center	Twp.
14. Dan Shepherd	Brown	Twp.	29. Ed Watts	Middle	Twp.
15. Ralph Barnes	Guilford	Twp.	30. Claude Haffner	Union	Twp.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7227
HAROLD PHILLIPS)
CLAUDE HARMAN)
WILLIAM CLEMENTS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Claude Harman, in his own proper person, together with his bondsman, who produced said defendant before the Court in Vacation, and asks to be released from said bond.

And now said defendant, Claude Harman, furnishes a new bond with new sureties. And the Court having examined said bond and being duly advised, now releases

said bondsman and accepts said new bond and releases said John F. Dougan as replevin bail.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on this 2nd day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

CLARA JONES)
VS) # 13507
JAMES S. YUNCKER)

Comes now the defendant in Vacation and presents his bill of exceptions containing the evidence, which bill the Judge now signs and the same is now ordered filed with the Clerk of this Court, which is now done and made a part of the record in this case. Which bill of exceptions are in the following words and figures to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT FURTHER REMEMBERED, That on the 2nd day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

CLARA JONES)
VS) # 13507
JAMES S. YUNCKER)

Comes now the defendant, by counsel, and files with the Clerk of the Hendricks Circuit Court, in Vacation, praecipe for a transcript to be used in an appeal to the Appellate Court of Indiana, which praecipe is in the following words and figures to-wit:

State of Indiana } SS. In the Hendricks
County of Hendricks } Circuit Court
Cause # 13507

Clara Jones
vs Praecipe for Appeal
James S. Yuncker,

To Frank Tucker Clerk of Hendricks Circuit Court.

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 order and rulings, and the final judgment in the above entitled cause, and certify to the same to be used on appeal to the Appellate Court in the State of Indiana.

Bingham, Mendenhall & Bingham
Attorneys for Defendant

Defendant also files with the Clerk of the Hendricks Circuit Court supersedeas bond payable to Clara Jones in the sum of $4500.00 which the Clerk now approves. Said bond and approval thereof being in the following words and figures to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 31st day of October, 1932, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

ERNEST R. JONES)
VS) # 13655
GEORGE C. FORREY, JR.,)
RECEIVER OF THE INDIANA-)
POLIS STREET RAILWAY)
COMPANY AND HARLEY DAVIS.)

Comes now, George C. Forrey, Jr., Receiver of the Indianapolis Street Railway Company, by counsel, and files in Vacation, motion for a struck jury, which motion is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of November, 1932, same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, to-wit:

THE STATE OF INDIANA)
VS) # 7311
ELMER ROSS)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and presents to the Court in Vacation and asks permission to file affidavit against the defendant, Elmer Ross, charging assault and battery with intent to kill. And the Court having examined said affidavit and being fully advised, now grants permission, and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court now orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the said defendant, and the Court now fixes the defendant's bond at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of November, 1932, same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7312
HARVEY L. ROBINSON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and presents to the Court in Vacation and asks permission to file affidavit against the defendant, Harvey L. Robinson, charging failure to provide. And the Court having examined said affidavit and being fully advised, now grants permission, and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court now orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the said defendant, and the Court now fixes the defendant's bond at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7313
GENERAL HURST)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and presents to the Court in Vacation and asks permission to file affidavit against the defendant, General Hurst, charging operation of motor vehicle while intoxicated. And the Court having examined said affidavit and being fully advised, now grants permission, and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court now orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the said defendant, and the Court now fixes the defendant's bond at $200.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7314
THOMAS JOYCE)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and presents to the Court in Vacation and asks permission to file affidavit against the defendant, Thomas Joyce, charging failure to provide. And the Court having examined said affidavit and being fully advised, now grants permission, and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court now orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the said defendant, and the Court now fixes the defendant's bond at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of November, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, sole judge thereof, the following proceedings were had herein, viz:

THOMAS CASSERLY)
VS) # 13717
WILLIAM H. BALDAUF,)
ET AL.)

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

Attest: Frank Tucker, Clerk.

Monday Morning, November 7th, 1932.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the November Term, 1932, 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 November, 1932, 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:

ERNEST R. JONES)
VS) # 13655
GEORGE F. FORREY, JR.,)
RECEIVER, ET AL.)

Comes now the plaintiff, by counsel, and files motion to make Wendell Sherk, Traction Terminal Corporation, City Realty Company and Indianapolis Railways Inc. parties defendant, 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, and new parties are made defendants.

And the Clerk of this Court is ordered to issue summons for said new parties.

And to the sustaining of such motion by the Court and to the order so made, the defendants, Wendell Sherk, Traction Terminal Corporation, City Realty Company and Indianapolis Railways Inc., each seperately object and except.

THE MUTUAL BENEFIT LIFE INSURANCE) (This entry should be of November 3rd, 1932,
COMPANY, A CORPORATION.) in Vacation of the Hendricks Circuit Court.)
VS) # 13503 Order on Receiver's Petition to
THOMAS G. DURHAM, ET AL.) Sell Farm Products.

Comes now Harry Dean, the duly appointed, qualified and acting receiver, herein, and files his petition asking that he be authorized and directed to sell certain personal property, which is as follows:

274 bushels of oats,
13 acres of standing corn,

at private sale without notice being given of such sale, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises, finds that it is necessary that said sale be made and that it is to the best interest to sell said personal property as in said petition prayed for.

It is therefore now ordered by the Court that Harry Dean, receiver, sell the above described personal property at private sale without any notice given of such sale, and for cash.

Monday, November 7th, 1932, and the 1st day of the November Term, 1932.

CAROLINE H. INGLING)
VS) # 13567
M. O'CONNOR & COMPANY, ET AL.)

(This entry should be of November 4th, 1932, same being in Vacation of the Hendricks Circuit Court.)

Come now the defendants, 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. Tuesday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Tuesday, November 8th, 1932, and the 2nd day of the November Term, 1932.

Tuesday Morning, November 8th, 1932.

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

CAROLINE H. INGLING)
VS) # 13567
M. O'CONNOR & COMPANY, ET AL.)

Comes now the plaintiff, by counsel, and files motion to strike out parts of answer, which motion is in the words and figures following, to-wit: (H.I.).

OIL WELL SUPPLY COMPANY,)
VS) # 13729
CHARLES E. KARNS,)
JOE SHAFER.)

Comes now the plaintiff, by counsel, and files affidavit of non-resident of the defendants, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court having examined said affidavit and being duly advised now orders non-resident notice issued, making the same returnable January 2nd, 1933.

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 9th, 1932.

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

FORREST F. PRITCHARD)
VS) # 13694
CAROLYN D. PRITCHARD)

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

ANNA HOFFMAN)
VS) # 13361
FRANK R. REYNOLDS)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal and bond is fixed at $100.00. And now the said plaintiff suggests the name of _____ as surety on said bond, which surety the Court now approves and sixty days are given in which to file bond and bill of exceptions.

STATE OF INDIANA EX REL)
EMMA PETTY, ETC.)
VS) # 12557 Judgt. vs Pltf. for Costs.
HAROLD M. KNETZER, ET AL.) J. D. 16, Page 55.

Come now the parties, by counsel, and the Court of its own motion now dismisses this cause of action 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 and the plaintiff, State of Indiana ex rel Emma Petty, by her next friend Edward M. Petty, is hereby ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

STATE OF INDIANA EX REL)
LUK PETTY, BY HIS NEXT)
FRIEND EDWARD M. PETTY.)
VS) # 12538 Judgt. vs Pltf. for Costs.
HAROLD M. KNETZER, ET AL.) J. D. 16, Page 55.

Come now the parties, by counsel, and the Court of its own motion now dismisses this cause of action for want of prosecuting, 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 and the plaintiff, State of Indiana

ex rel Lux Petty, by his next friend Edward M. Petty, is hereby ordered to pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

ROBERT S. STAMM, ET AL.)
VS) # 13455 Judgt. vs Defts. for $75.00 and Costs.
SEABOARD SURETY CO., ET AL.) J. D. 16, Page 55.

Come now the parties, by counsel, and the Court having heretofor heard the evidence in this cause and being duly advised, now finds for the plaintiff, and that the plaintiff should be entitled to a judgment in the sum of $75.00, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Seaboard Surety Company, Frank Schmelz, William Arens and Roy Goodpasture, the sum of $75.00, together with the costs of this action, taxed at _____ dollars and _____ cents.

OSCAR HILAND)
VS) # 13708 Judgt. vs Defts. for $446.52 and Costs.
HARRY A. RUTLEDGE) J. D. 16, Page 55.
EDITH RUTLEDGE.)

Comes the plaintiff, Oscar Hiland, and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants, Harry A. Rutledge and Edith Rutledge, and from which summons and the return of said sheriff indorsed thereon the Court finds that said defendants were each duly served with process, and notice of the filing and pendency of this action, more than ten days before the 7th. day of November, 1932, the day fixed by the plaintiff, by indorsement upon his complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And said defendants, failing to appear and answer the complaint herein, are each now severally three times loudly called in open court but come not and wholly make default.

And now this cause is submitted to the court for trial, finding, judgment and decree without the intervention of a jury. And the court, having heard the evidence and being fully advised in the premises, finds for the plaintiff, that the allegations of his complaint are true and that there is due him upon the note in suit the sum of $411.52, of principal and interest, and the further sum of $35.00 as attorney's fees and that the plaintiff is entitled to a personal judgment against the defendants, and against each one thereof severally, for a total of said amounts.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendants, Harry A. Rutledge and Edith Rutledge, and from each one thereof severally, the sum of $446.52, together with the costs of this action taxed at $_____, all without relief from valuation and appraisement laws.

THE STATE OF INDIANA)
VS) # 7315 Judgt. vs Deft. for $5.00 Fine and Costs.
RUSSELL DELANEY) J. D. 16, Page 56.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Russell Delaney, in his own proper person, and said defendant being duly arriaged in open Court for his plea says that he is guilty of the offense charged.

Whereupon the Court finds that the defendant for the offense by him committed should make and pay a fine to the State of Indiana in the sum of $5.00, and that he should pay the costs of this action, and that he should stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Russell Delaney, for the offense by him committed, make and pay a fine to the State of Indiana in the sum of $5.00, and that said defendant pay the costs of this action, taxed at _____dollars and _____ cents, and that he stand committed until the same are staid or paid.

THE STATE OF INDIANA)
VS) # 7316 Judgt. Vs Defts. for Costs.
ROBERT VANNICE) J. D. 16, Page 26.
RUSSELL STANLEY)

Comes now the State of Indiana, by Arny M. Watins, prosecuting attorney, and comes also the defendants, Robert Vannice and Russell Stanley, in their own proper persons, and each being duly arraigned in open Court for his separate plea says he is guilty of the offense charged.

Whereupon the Court finds that the defendants and each of them should be committed to the Indiana Reformatory for a period of not less than one year nor more than ten years, and that each should pay the costs of this action, taxed at _____.

It is, therefore, considered, ordered and adjudged by the Court, that said defendants, Robert Vannice and Russell Stanley, and each of them be and they are hereby committed to the Indiana Reformatory for a period of not less than one year nore more than ten years, and that each pay the costs of this action, taxed at _____ dollars and _____cents.

The Court further finds that by reason of the character of said defendants, and the facts and circumstances surrounding the commission of said crime, the interest of the society does now demand or require that the defendants each shall suffer the penalty imposed by law if each shall hereafter behave well, and upon conditions verbally imposed and assented to by the defendants.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendants' good behavior, and that each be permitted to go at liberty on probation so long as each behaves well, and upon conditions verbally imposed and assented to by each defendant.

Wednesday, November 9th, 1932, and the 3rd day of the November Term, 1932.

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 10th, 1932.

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

KEZIA WEHNER)
VS) # 13640 Judgt. vs Pltf. for Costs.
LEE E. LUKINS) J. D. 16, Page 56.

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

And the Court having examined said motion and being duly advised, now sustains the same, and the cause is now dismissed 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, and the plaintiff, Kezia Wehner, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

THE STATE OF INDIANA)
VS) # 7181 Judgt. vs Deft. for $2.50 per week and costs.
WALTER DETAMORE) J. D. 16, Page 56.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and files affidavit showing failure of the defendant, Walter Detamore to provide for child as above ordered, which affidavit is in the words and figures following, to-wit: (H.I.). And comes also the defendant, in his own proper person, and being duly arraigned in open Court for his plea to said affidavit charging failure to provide, says that he is guilty.

Whereupon the Court finds that the defendant for the offense by him committed, should be imprisoned in the Indiana Reformation for a period of not less than one year nor more than seven years, that he true age is twenty-eight, and that he should pay the costs of this action and stand committed until the same are staid or paid.

It is, therefore, now adjudged and decreed by the Court that the said defendant, Walter Detamore, for the offense by him commited, be and he is imprisoned in the Indiana Reformatory for a period of not less than one year nor more than seven years, that his true age is twenty-eight, and that he pay the costs of this action, taxed at _____dollars and _____cents.

And now the defendant tenders bond conditioned that the defendant will carry out the orders of the Court and will pay to the Clerk of this Court the sum of $2.50 per week beginning Saturday, November 14th, 1932, and the sum of $5.00 everyetwo weeks thereafter for a period of two years, said sums to be used for the support of said Richard L. Detamore, minor child of defendant, which bond is in the words and figures following, to-wit: (H.I.). And the Court having examined said bond and being duly advised in its premises, now approves the same.

And the Court further finds that the defendant's sentence to the Indiana Reformatory should be suspended pending performance of the above obligation and until further order of the Court.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended pending performance of the above obligation and until further order of the Court.

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 11th, 1932.

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

ROBERT E. THOMPSON)
VS) # 13719
MARY E. THOMPSON)
COLLIE WIGGAM)

Comes now the plaintiff, by counsel, and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.). Said plaintiff also files petition for custody of child pending action, which petition is in the words and figures following, to-wit: (H.I.).

And now the Court orders notice issued to the defendant for hearing, November 19th, 1932.

IDA GROENKE)
VS) # 13695 Judgt. vs Deft. for $547.62 and Costs.
W. C. STORM, WHOSE) J. D. 16, Page 57.
CHRISTIAN NAME IS)
UNKNOWN)

Comes now the plaintiff, by Chas. V. Sears her attorney, and shows to the court the summons herein and the sheriff's return endorsed thereon from which said summons and return it appears to the court that the defendant has been served with process more than ten days before the 18th day of October, 1932, same being the 38th Judicial day of the September Term, 1932, of the Hendricks Circuit Court and the date endorsed on plaintiff's complaint for return day for summons herein, which said summons and return are in the words and figures as follows, to-wit: (H.I.)

And now this cause coming on for trial the defendant 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 now said cause is submitted to the court, without the intervention of a jury, for trial finding and judgment, and the court having heard the evidence and being duly advised finds for the plaintiff and that the allegations of plaintiff's complaint are true and that she is entitled to recover of and from defendant on the note sued on herein the sum of $547.62 together with her costs of suit.

It is therefore considered adjudged and decreed by the court that plaintiff have and recover of and from defendant the sum of Five Hundred Forty-seven and 62/100 ($547.62) Dollars together with her costs of suit.

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 12th, 1932.

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

IMPANELLING OF THE PETIT JURY FOR THE NOVEMBER TERM, 1932.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Monday, November 14th, 1932, at 9:00 o'clock A. M. on said date for jury services.

CHARLES W. HANEY)
VS) # 13517
CLARKE E. MALLERY, REC.)

Comes now the plaintiff, by counsel, and pays the costs of this action and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

O. FRANK MUSSELMAN)
VS) # 13675
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Come now the parties, by counsel, and the Court having examined the plaintiff's motions to make answer and cross-complaint more specific, heretofore filed, and being duly advises, now sustains the same, to which ruling of the Court the defendants duly object and except.

THE STATE OF INDIANA)
VS) # 7299
ORLA CLINE)

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 not guilty.

And the Court being duly advised, now fixes said defendant's bond at $500.00.

CAROLINE H. INGLING)
VS) # 13567
M. O'CONNOR & CO., ET AL.)

Comes now the defendant, by counsel, and files fourth paragraph of answer, which fourth paragraph of answer is in the words and figures following, to-wit: (H.I.).

Comes also the plaintiff, by counsel, and files motion to strike out parts of fourth paragraph of answer. which motion is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7309 Judgt. vs each Deft. for $1.00 Fine and Costs.
LOYD MERRILL, ET AL.) J. D. 16, Page 57.

Comes now 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 State of Indiana now files amended affidavit in two counts, to each count of which the defendants waive arraignment and enters a plea of not guilty, which amended affidavit is in the words and figures following, to-wit: (H.I.). Said defendants each waive right to separate trial; and each waive right to trial by jury.

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 cause, and being duly advised in its premises, now finds that said defendants, Loyd Merrill, Joe Keller and Miles Shipp, and each of them are guilty of the offense charged in the 2nd county of the amended affidavit.

And the Court further finds that the defendants and each of them for the offense by him committed be fined in the sum of $1.00 each and that each should pay the costs of this action, and that each should be allowed sixty days in which to pay said fine and costs, and on failure so to pay, that they should stand committed until the same are paid or staid.

It is, therefore, now adjuged and decreed by the Court that the defendants, Loyd Merrill, Joe Keller and Miles Shipp, and each of them for the offense by him committed be and he is fined in the sum of $1.00 each and that each pay the costs of this action, taxed at _____dollars and _____cents, and that each be and he is allowed sixty days in which to pay said fine and costs, and on failure so to pay, that each shall stand committed until the same are paid or staid.

CLAYTON BANK AND TRUST CO.)
VS) # 13726 Judgt. vs Deft., Ida M. Milhon, for Costs.
IDA M. MILHON) J. D. 16, Page 57.

Come now the parties, by counsel, and the defendant, Carl Keller, files answer in words and figures following, to-wit: (here insert), also Edgar M. Blessing files answer in words and figures following, to-wit: (here insert.)

And this cause being at issue is submitted to the court for trial without the intervention of a jury.

The court having heard the evidence and been fully advised in the premises finds that there is in the hands of Edgar M. Blessing the sum of $1550.00 belonging to the defendant, Ida M. Milhon, from the sale of real estate. That said funds is subject to the lien of a judgment and execution in favor of the Clayton Bank and Trust Company. That said Ida M. Milhon claims and is entitled to a householders exemption of $600. That she has household goods of the value of $62.71 and is entitled to an additional sum of $537.29 which leaves of said $1550.00 the sum of $1012.71 subject to the lien of said judgment and execution.

It is therefore ordered by the Court that said Edgar M. Blessing pay of said money in his hands to said Clayton Bank and Trust Company the sum of $1012.71 and to apply the amount of $537.29 belonging to said Ida M. Milhon as a part of her ex-

emption to the payment of her deficiency as Administratrix of the Estate of Ethor V. Milhon.

It is further considered and adjudged by the Court that the defendant, Ida M. Milhon, pay the costs of this action, taxed at _____ dollars and _____ cents.

All of which is ordered, adjudged and decreed.

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

A. J. Stevenson, Judge.

Monday Morning, November 14th, 1932.

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

JAMES W. FINCHUM, ADMINISTRATOR)
VS) # 13625
MERIDIAN PETROLEUM CO., ET AL.)

Come now the parties, 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: John Lovell, Paul Smith, Clint Gentry, Carl Patterson, Ernest Poland, William Merritt, Jr., Ed Biggs, Claude Weakley, Ralph Blanton, Harley Pennington, Paul Darnall and Wilson Loy, 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 the law and the evidence adduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions, touching their conduct during such separation until 9:00 o'clock A. M. Tuesday, November, 1932.

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

A. J. Stevenson, Judge.

Tuesday Morning, November 15th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CENTRAL BUILDING & INVESTMENT COMPANY)
VS) # 13280
WALTER M. EVANS)

Come now the parties, by counsel, and the Court denies the defendant permission to file plea in abatement, to which ruling of the Court the defendant duly excepts.

PLAZA SQUARE REALTY COMPANY, A CORP.)
VS) # 13636 Judgt. vs Deft. for $1101.65 and Costs.
NEW AMSTERDAM CASUALTY COMPANY, A CORP.) J. D. 16, Page 57.

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and being duly advised, now finds for the plaintiff and that there should be due the plaintiff from the defendant on the cause of action sued upon, the sum of $1101.65, and that the plaintiff is entitled to a judgment for said sum, 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, New Amsterdam Casualty Company, a Corporation, the sum of $1101.65, together with the costs of this action, taxed at _____ dollars and _____ cents.

ADDISON H. INGRAM)
VS) # 13660
MODERN WOODMEN OF AMERICA)

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

JAMES W. FINCHUM, ADMINISTRATOR)
VS) # 13625
MERIDIAN PETROLEUM COMPANY, ET AL.)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of evidence is continued and concluded.

At the close of all the evidence and before the argument of counsel, the defendants tender instructions numbered one to twenty-seven inclusive, and the plaintiff tenders instructions numbered one to nine inclusive, and each requests the Court to indicate before the argument of the instructions so tendered, will be given and which refused. And the Court now indicates that he will give of the instructions tendered by the plaintiff numbers five and nine, and the Court refuses to give of the instructions tendered by the plaintiff numbers 1-2-3-4-6-7 and 8, to the refusal of each one of which the plaintiff duly objects and excepts. And the Court also indicates that it will give of the instructions tendered by the defendants numberes 1-2-3-4-7-15-16-17-18 and 23, and the Court refuses to give of the instructions tendered by the defendants numbers 5-6-8-9-10-11-12-13-14-19-20-21-22-24-25-26 and 27, to the refusal of

each one of which the defendants each separately and severally object and except.

And now argument of counsels are heard, and at the close of said arguments, the Court instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers five and nine, to the giving of each of which the defendants each separately and severally except, and the Court gives of the instructions tendered by the defendants numbers 1-2-3-4-7-15-16-17-18 and 23, to the giving of each one of which the plaintiff duly excepts. And the Court gives of its own motion instructions numbered from one to fourteen inclusive, to the giving of each one of which the plaintiff and the defendants each separately and severally object and except.

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

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.).

And afterwards the jury is again conducted into open Court and all parties bying present, and the jury having requested it, the Court now re-instructs the jury, giving the instructions as above indicated.

And the jury again retires for further deliberation.

And afterwards the jury is again brought into open Court and returns a verdict in favor of the plaintiff in the sum of $1.00, which verdict is in the words and figures following, to-wit:

JAMES W. FINCHUM, ADMR.)
VS) Cause No. 13625
MERIDIAN PETROLEUM CO., et al)

We, the jury, find for the plaintiff and against the defendants, and that he has been damaged in the sum of $ One ($1) Dollar.

Charles E. Patterson
FORMAN

And the Court now orders said jury discharged.

STATE OF INDIANA, EX REL)
DOUGLAS R. ARMSTRONG, BY)
DOUGLAS V. ARMSTRONG HIS)
NEXT FRIEND.)
VS) # 13679
RINER C. STEWART, ET AL.)

Come now the parties, by counsel, and said parties now agree upon Marion County, Indiana, and this cause is now sent on change of venue to Marion County, and five days are given in which to pay the costs and perfect change.

Tuesday, November 15th, 1932, and the 8th day of the November Term, 1932.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, November 16th, 1932, and the 9th day of the November Term, 1932.

Wednesday Morning, November 16th, 1932.

Court met pursuant to adjourment,

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, November 17th, 1932.

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

DEAN WEHNER)
KEZIA WEHNER)
VS) # 13082
ALFRED TROTTER, ET AL.)

Comes now the plaintiff, Dean Wehner, 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.).

ROBERT E. THOMPSON)
VS) # 13719
MARY E. THOMPSON)
COLLIE WIGGAM)

Comes now the defendant, Mary E. Thompson, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.). Said defendant also files motion for change of venue from the County, which motion 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, November 18th, 1932.

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

OTTIE ROBERTS)
VS) # 13664 Judgt. vs Deft. for $290.00 and Costs.
M. JANE FRANK) J. D. 16, Page 58.

Comes now the plaintiff by Walter W. Spencer, her attorney, and it appearing to the satisfaction of the Court by the summons issued herein and the return of the Sheriff endorsed thereon, which summons and return are in the words and figures following to-wit (insert) That the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by endorsement on her said complaint, for the defendant to appear and answer said complaint, said defendant is now three times audibly called in open court, but comes not, and wholly makes default herein.

And this cause is now submitted to the Court for trial on the default of the defendant, and the evidence and argument of the counsel being heard, and the Court being fully advised in the premises, finds that, there is due the plaintiff from the defendant, on the note sued on in principal and interest the sum of Two hundred sixty-five dollars ($265.00) and the further sum of Twenty five dollars ($25.00) as a fee for plaintiff's attorney, without relief from valuation and appraisement laws.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the Court that the plaintiff recover of the defendant M. Jane Frank, the sum of $290.00, of which amount the sum of Twenty five dollars ($25.00) is for plaintiff attorney's fees together with the cost and accruing costs of this action without any relief from valuation and appraisement laws.

JEFFERSON W. MILES)
VS) # 13721
JOHN T. BUSBY AND MARGARET E. BUSBY, HIS WIFE;) Judgt vs Defts., John T. Busby,
SARAH M. CLAWSON, SINGLE;) Margaret E. Busby and Sarah M.
HAZEL GREESON, FORMERLY HAZEL BUSBY, AND) Clawson for $660.70 and Costs.
RALPH GREESON, HER HUSBAND;) J. D. 16, Page 58.
DOROTHY M. WILDMAN, FORMERLY DOROTHY M. BUSBY, A MINRO;)
AND CLARENCE WILDMAN, HER HUSBAND;)
MARY W. BUSBY, SINGLE, AND A MINOR;)
MARSHALL W. BUSBY, SINGLE, AND A MINOR;)
PAUL D. BUSBY, SINGLE, AND A MINOR;)
ELLA MILES, SINGLE;)
CHARLES G. MILES, SINGLE;)
KREIGH MILES, AND HARRIET A. MILES, HIS WIFE;)
MAY M. WORRELL AND CLARENCE WORRELL, HER HUSBAND;)
RUTH A SHORT, AND MARK M. SHORT, HER HUSBAND;)
RAYMOND MILES AND LELA MILES, HIS WIFE;)
ELLA MILES, EXECUTRIX OF THE LAST WILL AND)
TESTAMENT OF HORACE G. MILES, DECEASED.)

Comes the plaintiff, Jefferson W. Miles, by counsel, and pro-

duces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants, John T. Busby and Margaret E. Busby, his wife; Sarah M. Clawson, Dorothy M. Wildman and Clarence Wildman, her husband, and from which summons, and return of said sheriff indorsed thereon, the court finds that said defendants were each duly served with process and notice of the filing and pendency of this action more than ten days before the 11th day of November, 1932, the day fixed by the plaintiff, by indorsement upon his complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And now the plaintiff also produces and exhibits to the court the summons issued to the sheriff of Marion County, Indiana, for defendants, Hazel Greeson and Ralph Greeson, her husband; Mary W. Busby, Paul D. Bosby, and Marshall W. Busby, and from which summons, and the return of said sheriff indorsed thereon, the Court finds that said defendants were each duly served with process and notice of the filing and pendency of this action more than ten days before the 11th day of November, 1932, the day fixed by the plaintiff, by indorsement upon his complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And defendants, John T. Busby and Margaret E. Busby, his wife; Sarah M. Clawson, single; Hazel Greeson and Ralph Greeson, her husband; and Clarence Wildman, each failing to appear and answer the complaint herein, are now severally three times loudly called in open court but come not and herein make default.

And now defendants, Ella Miles, single; Charles G. Miles, single; Kreigh Miles and Harriet A. Miles, his wife; May M. Worrell and Clarence Worrell, her husband; Ruth A. Short and Mark M. Short, her husband; Raymond Miles and Lela Miles, his wife; and Ella Miles, executrix of the last will and testament of Horace G. Miles, deceased, appear and file answer to the complaint disclaiming any interest in and to the note and mortgage in suit, which answer is as follows, to-wit:-(Here Insert).

And now the plaintiff suggests the infancy of defendants, Dorothy M. Wildman, Mary W. Busby, Paul D. Busby and Marshall W. Busby, all as alleged in the complaint. Whereupon the court appoints James L. Clark, a practicing attorney at this bar, guardian ad litem for said infant defendants, who now appears, accepts said appointment and for and on behalf of said infant defendants files answer to the complaint as follows, to-wit:-(Here Insert).

And now this cause, being at issue upon the complaint, the defaults of certain of the defendants, and the answers filed to the complaint, 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, says and finds:-

That the complaint in this cause was filed in the office of the Clerk of this Court on October 29th, 1932, and by indorsement thereon the Clerk was directed to issue summonses upon said complaint as follows:

To the sheriff of Hendricks County, Indiana, for defendants, John T. Busby, Margaret E. Busby, Sarah M. Clawson, Dorothy M. Wildman and Clarence Wildman; and to the Sheriff of Marion County, Indiana, for defendants, Hazel Greeson, Ralph Greeson, Mary W. Busby, Marshall W. Busby and Paul D. Busby; that, pursuant to said indorsement, the Clerk issued said summonses, as directed, which summonses were each duly served, as commanded, as heretofore found by the court.

The court further finds that on the 25th day of August, 1910, the defendants herein, John T. Busby, Margaret E. Busby, his wife; Sarah M. Clawson, and one Edward P. Busby, now deceased, were the owners of the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the East half of the South-west quarter of Section Sixteen (16), Township Fourteen (14) North of Range One (1) West, beginning at the North-west corner of said tract and running thence East 50 rods and 14 links; thence South 110,3/4 rods; thence West 50 rods and 14 links, and thence North with the West line of said quarter 1103/4 rods to the place of beginning, containing 35 acres, more or less.

That on said date said owners effected a loan of and from The LaPorte Savings Bank, of LaPorte, Indiana, in the sum and amount of $500.00, and, as evidence of said loan and their promise to repay the same, on the said 25th day of August, 1910, the said John T. Busby, under the name and style of J. T. Busby, Margaret E. Busby, Sarah M. Clawson, defendants herein, and one Edward P. Busby, deceased, executed and delivered unto the said, The LaPorte Savings Bank, of LaPorte, Indiana, their certain promissory note for the sum of $500.00, payable on the 25th day of August, 1915, and five interest coupon notes, each for the sum of $30.00, representing the interest due on said principal note on the 25th day of August of each and ever year thereafter until, and including, August 25th, 1915; to secure the payment of said notes, when they severally became due, and the debt evidenced thereby, defendants, John T. Busby, under the name and style of J. T. Busby, Margaret E. E. Busby, wife of defendant, John T. Busby; Sarah M. Clawson and Gene Clawson, her husband, now deceased, and one Edward P. Busby, signle, now deceased, executed and delivered unto the said, The LaPorte Savings Bank, of LaPorte, Indiana, their certain mortgage upon the foregoing described real estate; that said mortgage was dated August 25th, 1910, duly acknowledged by each of the mortgagors and filed for record in the Recorder's Office of Hendricks County, Indiana, at 9:50 o'clock A. M. of the 31st day of October, 1910, and recorded in Record 55, page 570 of the records of said office.

That since the execution of said notes, and said mortgage to secure the same, on, to-wit:-the 26th day of June, 1916, the said, The LaPorte Savings Bank, of LaPorte, Indiana, for a valuable consideration, assigned and transferred unto one Thomas J. Miles the principal note and the mortgage securing the same; that said assignment and transfer of said note was by indorsement upon the back thereof duly executed by the said, The LaPorte Savings Bank, of LaPorte, Indiana; that the assignment of said mortgage was in writing, duly made and acknowledged by the said assignor, The LaPorte Savings Bank, of LaPorte, Indiana; that said assignment was filed for record in the Recorder's Office of Hendricks County, Indiana, at 3:53 o'clock P. M. of June 29th, 1916, and recorded in Book 55 page 570 of the records of said office; that said assignor, The LaPorte Savings Bank, of LaPorte, Indiana, has no interest whatever in and to said note or said mortgage.

The court further finds that since the assignment of said note and mortgage, as heretofore found by the court, the said Thomas J. Miles, assignee, on or about the 31st day of January, 1921, for a valuable consideration, assigned and transferred unto plaintiff herein said note and mortgage by delivery and that the plaintiff then and there, and thereby, became, and is, the sole owner of said note and said mortgage.

The court further finds that since the assignment and transfer of said note and mortgage unto the plaintiff herein the said assignor, Thomas J. Miles, on, to-wit:-the 9th day of November, 1924, departed this life intestate in Hendricks County, Indiana, leaving as his sole and only heirs at law, the plaintiff herein, and defendants, May M. Worrell, Ruth A. Short, Raymond Miles and one Horace G. Miles, now deceased; that the estate of the said Thomas J. Miles was duly administered upon in this court, final

report being approved in the year 1926.

The court further finds that since the execution of the note and mortgage described in the complaint the mortgagor, Edward P. Busby, departed this life intestate leaving him surviving as his sole and only heirs at law defendants herein, Hazel Greeson, then Hazel Busby, his widow; Dorothy M. Wildman, then Dorothy M. Busby, Mary W. Busby, Marshall W. Busby and Paul D. Busby, children.

The court further finds that none of the defendants, May M. Worrell, Clarence Worrell, her husband; Ruth A. Short, Mark M. Short, her husband; Raymond Miles, Lela Miles, his wife; Ella Miles, Charles G. Miles, Kreigh Miles, Harriet A. Miles, his wife; Ella Miles, executrix of the last will and testament of Horace G. Miles, deceased, has any interest whatever in and to the note and mortgage described in the complaint.

The court further finds for the plaintiff, that the allegations of his complaint are true, as therein alleged, that the interest on the principal note was duly paid from time to time as the same became due until the year 1930, at which time no interest was paid thereon; that there is now due plaintiff upon his complaint the following sums and amounts, to-wit:-

Principal note and debt	$500.00;
Interest thereon, since August 25th, 1929	129.23;
Fee for plaintiff's attorney, in the sum of	31.47;

that said sums are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to a judgment against the defendants herein, John T. Busby, Margaret E. Busby and Sarah M. Clawson, and against each thereof severally, for a total of said amounts, in the sum of $660.70, all without relief from valuation and appraisement laws.

The court further finds for the plaintiff upon his complaint, that he is entitled to have the mortgage set out and described in said complaint foreclosed, as against all of the defendants, and the real estate described in said complaint sold to pay and satisfy the amount found by the court to be due plaintiff upon his 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 defendants herein, John T. Busby, Margaret E. Busby and Sarah M. Clawson, and from each one thereof severally, the sum of $660.70, and his costs and charges taxed at $ _____, all without any relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the court that the 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 said defendants, and of all persons claiming by, under or through them, or any one of them, in and to the real estate described in the complaint, and heretofore set out and fully 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 claims of said defendants, and of all persons claiming from, under or through them, or any one of them, in and to the same, or so much thereof as may be necessary for the purpose, shall be sold by the sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale to be without any relief from valuation and appraisement laws, and free from all claims of the defendants, or any one of them, and all persons claiming by,

under or through them or any one of them; 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 costs of sale;

Second: The payment of the amount found due the plaintiff upon his complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from this date, to-wit:-November 15th, 1932, to date of sale, at the rate of eight per centum per annum;

Third: The overplus, if any, the sheriff is ordered to pay into Court for the use and benefit of the parties to whom it may rightfully belong, as determed by the court.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said costs and accruing costs, judgment and interest, the balance thereof, so remaining unpaid, shall be made out of the goods and chattels, lands and tenements of the defendants, John T. Busby, Margaret E. Busby, Sarah M. Clawson, or either of them, subject to execution, and sale thereof shall be made without any relief from valuation and appraisement laws.

It is further ordered by the court that a duly certified copy of this judgment and decree, under the hand of the Clerk and seal of this court, shall be sufficient authority to said sheriff to serve and execute the same.

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

MARION CAMPBELL, by)
CHARLES O..OSBORNE, her)
next Friend.)
VS) # 13539
JOHN REITZEL EDGAR REITZEL)
HOMER SALSMAN)

Now comes John Reitzel and Edgar Reitzel and after said long hand transcript of the evidence of said cause, is filed in the Office of the Clerk of Hendricks Circuit Court, the said defendants John Reitzel and Edgar Reitzel present their Bills of Exceptions, containing the evidence in this cause, and ask that the same be filed as a part of the proceedings in said cause, and the court having examined said Bill of Exceptions find that the same is true and complete and contains all of the evidence in said cause together with all the objections thereto, and the ruling of the court thereon, and the exceptions of the parties thereto, and that said Bill of Exceptions is the same as heretofore allowed and signed by the Judge of this court.

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 this 18th day of November, 1932, which Bill of Exceptions is in the following words and figures, to-wit: (H.I.).

And now John Reitzel and Edgar Reitzel defendants in the above entitled cause by counsel and within time allowed by the court, file their appeal bond with the Fidelity and Deposite Company of Maryland, as surety, for the appeal of said cause to the Appellate Court of Indiana, which appeal bond is in words and figures following to-wit: (H.I.).

And the court having examined said appeal bond, and being fully advised and informed in the premises, now approves 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 Morning, November 19th, 1932.

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

AUGUST C. GANSZ)
VS) # 13362
C. E. MAYHALL, WHOSE CHRISTIAN)
NAME IS UNKNOWN, ET AL.)

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

FORREST F. PRITCHARD)
VS) # 13694
CAROLYN D. PRTICHARD)

Comes now the plaintiff, by counsel, and moves the Court to dismiss his complaint herein.

And the Court being duly advised now dismisses said complaint at the plaintiff's cost.

CENTRAL BUILDING AND)
INVESTMENT COMPANY)
VS) # 13280
WALTER M. EVANS)

Come now the parties, by counsel, and the defendant presents and asks permission to file second paragraph of answer, to which filing the plaintiff objects. And the Court being duly advised, now overrules said objections, and said second paragraph of answer is now filed, which second paragraph of answer is in the words and figures following, to-wit: (H.I.), to which ruling of the Court the plaintiff duly objects and excepts.

And now the plaintiff files reply in general denial to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

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 cause, this case is continued until 9:00 o'clock A. M., Monday, November 21st, 1932.

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

A. J. Stevenson, Judge.

Monday Morning, November 21st, 1932.

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

CENTRAL BUILDING AND)
INVESTMENT COMPANY.)
VS) # 13280
WALTER M. EVANS.)

Come now again the parties, by counsel, and the taking of evidence is continued and concluded. At the close of said evidence, this cause is taken under advisement.

THE STATE OF INDIANA)
VS) # 7318
ANTOINE DEROSIER)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Antoine Derosier, in his own proper person, who being duly arraigned in open Court, for his plea says that he is not guilty of the offence charged.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F.)
SYMONS, BANK COMMISSIONER,)
OF THE STATE OF INDIANA.)
VS) # 13635
HUNTER BANK, BROWNSBURG,)
INDIANA.)

Comes now Harney F. Semones, Receiver of said Hunter Bank, Brownsburg, Indiana and files the following report of the public sale of said personal property therein described (insert) and the court having examined the same together with the exhibits therein filed and being sufficiently advised in the premises finds that said receiver after giving notice of said sale, as required by the order of this court, authorizing the same, sold said property at public auction to the said several purchasers in said report made, and said sale was for cash pursuant to the said order therein autorizing the said sale, and the court now in all things approves said report.

THE STATE OF INDIANA) (This entry should be of November 22nd, 1932.)
VS) # 7318 Judgt. vs Deft. for $1.00 fine and Costs.
ANTOINE DEROSIER) J. D. 16, Page 68.

Comes now again the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, in his own proper person, and this cause being called for trial, the Court now at the request of the defendant, a poor person, appoints Charles V. Sears, attorney, to defend said defendant. And now the said defendant waives trial by jury, and this cause is now submitted to the Court for trial, finding and judg-

ment without the intervention of a jury.

And the Court having heard the evidence in this cause and being duly advised, finds the defendant guilty of the crime charged. And now the defendant, Antoine Derosier, in open Court is asked to show cause, if any, why sentence should not be imposed and there appearing none, the Court finds that the defendant for the offense by him committed should be fined in the sum of $1.00, and should be imprisoned in the Hendricks County Jail for a period of thirty days, and that he should pay the costs of this action, and stand committed until the same are paid or staid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Antoine Derosier, for the offense by him committed be and he is fined in the sum of $1.00, and that he be and he is imprisoned in the Hendricks County Jail for a period of thirty days, and that said defendant pay the costs of this action, taxed at _____dollars and _____cents, and stand committed until the same are paid or staid.

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

A. J. Stevenson, Judge.

Tuesday Morning, November 22nd, 1932.

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

WILLIAM E. BURKHART, ETC.)
VS) # 13696
RAYMOND W. EGGERS.)

Comes now the plaintiff, by counsel, and files motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

ROBERT E. THOMPSON.)
VS) # # 13719
MARY E. THOMPSON)
COLLIE WIGGAM)

Come now the parties, by counsel, and by agreement of parties the motion for change of venue from the County is sustained, and this cause is sent on change of venue to Marion County, and the defendant, Mary E. Thompson, is given five days in which to pay the costs and perfect the change.

THE STATE OF INDIANA)
VS) # 7287
PAUL A. VITTETOW)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Paul A. Vittetow, in his own proper person, who being duly arraigned in open Court for his plea says he is not guilty.

And the defendant having convinced the Court that he is regularly contributing to the support of the child, the Court now finds that said defendant should be permitted to go on his own recognizance until further order of the Court.

It is, therefore, ordered and adjudged by the Court that the defendant, Paul A. Vittetow, be permitted to go on his own recognizance until further order of the Court.

EARL F. HITES ET AL.)
VS) # 13699 Order & Decree of Ejectment.
CECIL PORTER) Judgt. vs Defts. for $25.00
SAMUEL PORTER) and Costs.
REUBEN RICHARDSON.) J. D. 16, Page 58.

Come now the plaintiffs and it appearing to the satisfaction of the court that the defendants herein have been duly notified of the filing and pendency of this action for more than ten days prior to the day fixed by endorsement on the complaint as the return day in said above entitled cause of action, and more than ten days before the date of the hearing herein, as the same is shown by the writ of summons and the return endorsed thereon by the sheriff of Hendricks County, Indiana, which writ of summons and the said sheriff's return are in the following words and figures, to wit: (H.I.).

And it also appearing to the court to its satisfaction that the defendants, and each of them, were served with a writ for the possession of the real estate and premises described in plaintiff's complaint, and hereinafter described, by the sheriff of Hendricks County, Indiana, on the 8th day of Nocember, 1932, as the same is shown by such Writ of Possession and the said sheriff's endorsement thereon, which Writt of Possession and said sheriff's return thereon are in the following words and figures, to wit: (H.I.).

And it appearing that the defendants, within five days from the 8th day of October, 1932, executed a bond as by law provided, with surety thereon, to the satisfaction and approval of the sheriff of Hendricks County, Indiana, as the same is shown by such bond, now on file in the office of the Clerk of the Hendricks Circuit Court, and the approval of such sheriff endorsed thereon, which bond and approval are in the following words and figures, to wit: (H.I.). And now this cause coming on for hearing before the court, without the intervention of a jury, and the defendants, and each one of them, failing to appear either in person or by counsel, are each now three times loudly called in open court, but come not, nor any one or more of them, but wholly make default herein.

And now this cause being at issue on the complaint and default of the defendants is now submitted to the court for trial, finding judgment and decree.

And the court, having heard the evidence adduced by the plaintiffs in support of the allegations contained in their complaint, and being duly advised and informed in the premises, does now find for the plaintiffs and that the allegations contained in their complaint are true.

And the court finds that the plaintiffs are the owners and entitled to the immediate possession of the following described real estate and premises and all appurtenances therewith connection and located in Hendricks County, Indiana, and described as follows, to wit:

The West half of the Northwest Quarter of section 15, township 15 North of range 1 West, containing 80 acres, more or less; also 16 acres of uniform width off of and across the entire South side of the Southeast Quarter of the Northwest Quarter of Section 15, township and range aforesaid;

Also the Northeast Quarter of the Northwest Quarter of Section 15, and a part of the Southeast Quarter of the South West Quarter of Section 10, bounded and described as follows: Beginning at a point on the South line of said quarter quarter which is 53 rods West of the Southeast corner thereof, and running thence North 37.24 rods to the center of the Danville and Cartersburg Gravel Road; thence South 47,1/2 degrees East, 35,1/2 rods; thence South 59 degrees East 23 rods to the South line of said quarter quarter; and thence West on the South line thereof 45.76 rods and to the place of beginning, all in township 15 North, range 1 West, and estimated to contain in the two tracts last above described 44.86 acres, more or less,

Also a part of the Northwest quarter of the Northeast quarter of section 15, township 15 North, range 1 West, bounded and described as follows, to wit: Beginning at a stone at the Southwest corner of the Northwest quarter of the Northeast quarter of said section 15; thence North on the line running North and South through the center of said section 15,18.66 chains to the center line of the Danville and Cartersburg Road; thence South 69 degrees 15 minutes East on the center line of said Road 9.97 chains; thence South 54 degrees 30 minutes East in the center of said Road 2.83 chains; thence South 25 degrees 15 minutes East in the center line of said Road 15.85 chains to the South line of said quarter quarter; thence West on the South line of said quarter quarter 16.65 chains to the place of beginning, containing 21.4 acres, more or less, and containing in all the above described real estate 162.26 acres, more or less,

And the court finds that the defendants, above named, are now holding the possession of said above described real estate, with the exception of certain pasture land thereon, from the plaintiffs unlawfully and are committing waste thereon to the damage of the plaintiffs in the sum of $25..The court finds that the defendants, and each

of them, are unlawfully in possession of said real estate and premises and appurtenances thereto appertaining and are unlawfully keeping the plaintiffs, as owners, from such possession. That said plaintiffs are entitled to the immediate possession thereof.

It is therefore ordered and adjudged by the court that the plaintiffs have the immediate possession of the foregoing described real estate and premises, together all appurtenances thereto belonging, as against the defendants, and each of them.

It is further ordered and adjudged that the plaintiffs recover of and from the defendants the sum of $25.00 as damages for the unlawful possession and use of said real estate and premises.

It is further ordered by the court that the sheriff of Hendricks County, Indiana, shall execute this judgment by seizing the possession of said real estate and premises, and by delivering the possession thereof to the plaintiffs by removing the defendants and their goods therefrom, so that the plaintiffs will have complete possession thereof.

It is adjudged that the defendants pay the costs of this action taxed at 12 dollars and .20 cents.

CAROLINE H. INGLING)
VS) # 13567
M. O'CONNOR & CO., ET AL)

Comes now the defendant, by counsel, and files fifth paragraph of answer, which fifth paragraph of answer is in the words and figures following, to-wit: (H.I.).

And comes now the plaintiff, by counsel, and files motion to strike out fifth paragraph of answer, 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, November 23rd, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

DAISE B. FURGASON)
VS) # 13583
REVILLO O. FURGASON)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for new trial, heretofore filed, now sustains the same. By agreement of said parties, this cause is sent on change of venue to Boone County, Indiana, and five days are given in which to pay the costs and perfect change.

HARNEY SEMONES, RECEIVER)
OF THE HUNTER BANK, OF)
BROWNSBURG, INDIANA.)
VS) # 13718
ELMER HESTER)

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

ORA EVELYN DOVEY)
VS) # 13733
LOUIS M. PECSOK)

Comes now the plaintiff, by counsel, and pays the costs of this action and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

THE STATE OF INDIANA)
VS) # 7284
CHESTER STORMS)

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

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: Paul Smith, John Lovell, Clinton Gentry, Charles Patterson, Ernest Poland, Wm. Merritt, Jr., Dan Shepherd, Frank Fields, Ralph Blanton, Harley Pennington, Paul Darnall and Wilson Loy, 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 the law and the evidence adduced.

And the Court having heard all the evidence in this case and arguments waived, the Court now instructs the jury in writing, giving of its own motion instructions

numbered from one to _____ inclusive, to the giving of each one of which the defendant duly objects and excepts.

And now all of the instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon 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, All said 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.).

And now the jury retires in charge of a sworn officer to deliberate.

And afterwards the jury is again conducted into open Court, and return into open Court, a verdict for the defendant, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS)
CHESTER STORMS)

We, the jury, find the defendant Chester Storms, not guilty.

Charles E. Patterson
FOREMAN

And now the Court orders the jury and defendant, Chester Storms, discharged.

JAMES W. FINCHUM, ADMIN-)
ISTRATOR OF THE ESTATE)
OF MARTHA J. FINCHUM,)
DECEASED.)
VS) # 13625
MERIDIAN PETROLEUM CORP.,)
ET AL.)

Comes now the plaintiff, by counsel, and files motion for new trial, which motion 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.

THANKSGIVING DAY

(NO COURT)

Friday Morning, November 25th, 1932.

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 26th, 1932.

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, November 28th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CROUN PRODUCTS CO.)
VS) # 13255 Judgt. vs Pltf. for Costs.
INDIANAPOLIS PLATING &) J. D. 16, Page 59.
MANUFACTURING CO., ET AL)

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, ordered and adjudged by the Court, that this cause be and the same is hereby dismissed, and the plaintiff, Croun Products Company, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

JEANNETTE MOORE TODD)
VS) # 13577
ANGELINE NEAL, ET AL)

Comes now the defendant, John Springer, 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.).

O. FRANK MUSSELMAN)
VS) # 13675
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Comes now the defendant, John W. Frazee, 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.).

THE STATE OF INDIANA)
VS) # 7310
LEONARD McMULLEN)

Comes now the State of Indiana, by Arny M. Watkins prosecuting attorney, and comes also the defendant, Leonard McMullen, in his own proper person, who being duly arraigned in open court says that he is not guilty.

And the Court now fixes the said defendant's bond at $100.00.

HARNEY SEMONES, RECEIVER OF THE)
HUNTER BANK OF BROWNSBURG, IND.)
VS) # 13718 Judgt. vs Deft. for $3774.79 and Costs.
ELMER HESTER) J. D. 16, Page 59.

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.

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 plaintiff and that there should be due said plaintiff on the note sued upon in plaintiff's complaint, in principal and interest the sum of $3674.79, and the further sum of $100.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Elmer Hester, for a total of said two sums, together with the costs of this action,without relief from valuation or appraisement laws.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Elmer Hester, the sum of $3774.79, together with the costs for this action, taxed at _____ dollars and _____cents, all without relief from valuation or appraisement laws.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, November 29th, 1932.

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

DEAN WEHNER)
KEZIA WEHNER)
VS) # 13082
ALFRED TROTTER, ET AL.)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for change of venue from the County, heretofore filed, and being duly advised, now sustains the same. And by agreement of said parties, this cause is sent on change of venue to Putnam County, and ten days are given in which to pay the costs and perfect the change.

ROSS BENNETT)
VS) # 13586
THELMA LUCILLE BENNETT)

Come now the parties, by counsel, and file petition for change of venue from the County, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises, now grants the same, and by agreement of said parties, this cause is sent on change of venue to Marion County, five days are given in which to pay the costs and perfect the change.

SINCLAIR REFINING CO.)
VS) # 13603 Judgt. vs Deft. for $150.31 and Costs.
RALPH WILLS) J. D. 16, Page 59.

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 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 plaintiff and that there should be due the plaintiff from the defendant on the account sued upon the sum of $150.31, and that the plaintiff is entitled to a judgment against the defendant, Ralph Wills, for said sum, 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, Ralph Wills, the sum of $150.31, together with the cost for this action, taxed at _____dollars and _____ cents.

DON J. GOOD)
VS) # 13618 Judgt. vs Deft. for $121.67 and Costs.
BYRON O. AYERS) J. D. 16, Page 59.

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.

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 plaintiff and that there should be due the plaintiff from the defendant on the note sued upon in principal and interest, the sum of $110.67 and the further sum of $11.00 as a fee for the services of the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Byron O. Ayers, for a total of said two sums, together with the costs for this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Byron O. Ayers, the sum of $121.67, together with the costs of this action, taxed at _____dollars and _____ cents, all without relief from valuation or appraisement laws.

FRANK SMITH AND)
THELMA SMITH)
VS) # 13758
SAMUEL McBEE, ET AL.)

Comes now the plaintiff, by counsel, and files affidavit for non-residence of all defendants, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having examined said affidavit, now orders notice for all defendants, making the same returnable January 23rd, 1932.

COLLIE E. WIGGAM)
VS) # 13759
LAWRENCE WIGGAM)

Comes now the plaintiff, by counsel, and files petition for injunction and temporary restraining order, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition, now orders notice issued for hearing as to temporary restraining order for Saturday, December 3rd, 1932.

THE STATE OF INDIANA)
VS) # 7280
ALVA H. VORIS (ALIAS))
ALVA HENRY BARNES)

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 on

motion of the said prosecuting attorney, this cause is now dismissed for lack of evidence.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed for lack of evidence, and the defendant, Alva H. Voris (Alias) Alva Henry Barnes, is now discharged.

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 30th, 1932.

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

EARL F. HITES)
VS) # 13699
CECIL PORTER, ET AL)

Come now the defendants, by counsel, and file motion to set aside judgment, which motion 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, December 1st, 1932.

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

RHODA JOHNSON)
VS) # 13484
JOHN L. SHARP)

Come now the parties, in person and by counsel, and this cause being at issue, the Sheriff of Hendricks County is ordered to bring into open Court the following jurors for jury services, to-wit: Paul Smith, John Lovell, Clint Gentry, Carl Patterson, Charles Gambold, Joe Miller, Ed Biggs, Frank Fields, Ralph Blanton, Harley Pennington, Paul Darnall and Wilson Loy, 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 the law and the evidence adduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Friday, December 2nd, 1932.

THE STATE OF INDIANA)
VS) # 7272
ELLIS WOOD)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also Henry C. Rodney, herein, surety on the bond of the defendant, Ellis Wood, and produces said defendant in open Court and asks to be released from said bond. And the Court being duly advised, now grants said petition and sureties on said bond are now released, and said defendant remainded to custody of the sheriff of Hendricks County pending execution of new bond. And the Court now fixes the defendant's new bond at $1000.00.

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

Friday Morning, December 2nd, 1932.

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

RHODA JOHNSON)
VS) # 13484
JOHN L. SHARP)

Come now the parties, in person and by counsel, and the jury is again brought into open Court and the taking of evidence is continued and concluded.

And after hearing the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Saturday, December 3rd, 1932.

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

Saturday Morning, December 3rd, 1932,

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

RHODA JOHNSON)
VS) # 13484
JOHN L. SHARP)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and before arguments are heard, the plaintiff tenders instructions one, two and three, and the Court refuses each of them, to the refusal of each of which the plaintiff excepts.

Arguments are heard and concluded, and the Court instructs the jury in writing giving of itsown motion instructions numbered one to eighteen inclusive, to the giving of each one of which the plaintiff and defendant each separately and severally except.

And now the jury retires in charge of a sworn officer to deliberate.

And now all of the instructions 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.).

And afterwards the jury is again brought into open Court and the parties bying present in person and by counsel, and it appearing to the Court that the jury can not agree, the plaintiff moves the Court and the Court now instructs the jury further, giving instruction number nineteen.

And the jury again retires for further deliberation.

And afterwards the jury is again brought into open Court and returnes a verdict for the defendant, which verdict is as follows, to-wit:

RHODA JOHNSON)
VS) CAUSE NUMBER 13484
JOHN L. SHARP)

We, the jury, find for the defendant.

C. E. Gentry
Foreman

And the Court now orders said jury discharged.

CITIZENS STATE BANK OF)
STILESVILLE, INDIANA.)
VS) # 13628 Judgt. vs Defts. for $1391.14 and Costs.
WILLIAM T. BOYD, ET AL.) J. D. 16, Page 60.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summonses herein and the returns of the Sheriffs indorsed thereon, which summonses and returns are in the words and figures following, to-wit: (H.I.),

that the defendants have been duly servied with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendants are 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 should be due the plaintiff from the defendants, William T. Boyd and Cecil Boyd, on the notes sued upon in plaintiff's complaint the sum of $1264.94 in principal and interest, and the further sum of $126.20 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a judgment against the said defendants for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants, William T. Boyd and Cecil Boyd, the sum of $1391.14, together with the costs of this action, taxed at _____ dollars and _____ cents, all without relief from valuation or appraisement laws.

COLLIE E. WIGGAM)
VS) # 13759
LAWRENCE WIGGAM)

Come now the parties, in person and by counsel, and the evidence on the temporary restraining order is now heard and concluded.

And the Court being duly advised, now finds for the defendant and that the said temporary restraining order should not be issued, and that the plaintiff should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that said temporary restraining order should not be issued, and that the plaintiff, Collie E. Wiggam, 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, December 5th, 1932.

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

J. F. CHADWICK, ET AL)
ASSIGNEES ETC.)
VS) # 13728
THE LOUISVILLE JOINT)
STOCK LAND BANK, ET AL)

Come now the defendants, by counsel, and the said defendants' motion to dismiss, heretofore filed, is now overruled, to which ruling of the Court the defendants duly except.

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

Tuesday Morning, December 6th, 1932.

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

THE STATE OF INDIANA)
VS) # 7272
ELLIS WOOD)

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 State of Indiana moves the Court to dismiss this cause of action. And the Court being duly advised now sustains said motion and finds that the defendant, Ellis Wood, should be released from custody.

It is, therefore, considered, ordered and adjudged by the Court, that this cause be and the same is hereby dismissed, and that the defendant, Ellis Wood, be and he is hereby released from custody.

THE STATE OF INDIANA)
VS) # 7310
LEONARD McMULLEN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, in person and by counsel, and said defendant waives right for trial by jury. And this cause being at issue, the same is now submitted to the Court for trial, finding and judgment without the intervention of a jury.

And the Court having heard the evidence in this cause, now finds that the defendant, Leonard McMullen, is guilty of the crime charged, and this case is taken 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, December 7th, 1932.

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

CHARLOTTE J. HARDING)
VS) # 13525 Judgt. vs Pltf. for Costs.
WILLIAM E. HARDING) J. D. 16, Page 60.

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed 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, and the plaintiff, Charlotte J. Harding, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

EARL F. HITES)
VS) # 13699
CECIL PORTER, ET AL.)

Come now the parties, by counsel, and the Court having examined the defendants' motion to set aside default, heretofore filed, and being duly advised, now overrules the same, to which ruling of the Court the defendants duly except.

THOMAS CASSERLY)
VS) # 13717
WILLIAM H. BALDAUF,)
ET AL.)

Comes now the Mutual Benefit Life Insurance Company, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

OLIVE H. WILSON)
VS) # 13734 Judgt. vs Deft. for $500.00 and Costs.
GEORGE A. ANDERSON) J. D. 16, Page 61.

Comes now the Plaintiff herein, Olive H. Wilson, in person and by her counsel James C. Jay, and the Defendant herein George A. Anderson, in person and by his counsel, Waldo C. Wickliff, and said cause is now submitted to the Court for finding and judgment.

And the Court being duly advised in the premises and evidence being submitted, now finds that the Plaintiff herein loaned the Defendant the sum of Two Hundred Dollars on November 13, 1929, the sum of One Hundred and Fifty Dollars on January 27, 1930, and the sum of Two Hundred and Fifteen Dollars on October 2, 1930, and that Defendant has repaid a certain portion of said above mentioned amounts, and that the Plaintiff herein is entitled to have and recover from the Defendant herein the sum of Five Hundred Dollars and the costs of this action.

It is, therefore, ordered, adjudged and decreed by the Court that the Plaintiff herein have and recover from the Defendant Herein the sum of Five Hundred ($500.00) Dollars, with relief from valuation and appraisement laws, together with the costs of this action herein taxed at $9.05 Dollars.

THE STATE OF INDIANA)
VS) # 7278
LOLETA BELMORE)
JOHN VINSON)
PAUL WINESBURG)

Comes now the defendant, Loleta Belmore, by counsel, and files a petition for writ of coram nobis, which petition is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7310 Judgt. vs Deft. for $10.00 and Costs.
LEONARD McMULLEN) J. D. 16, Page 61.

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Leonard McMullen, in his own proper person and by counsel, and the Court having heretofore heard the evidence, and being duly advised, now asks the defendant in open Court if he has cause why sentence should not be pronounded. And there appearing none, the Court finds that the defendant, for the offense by him committed , should be fined in the sum of $10.00, and that he should be imprisoned in the Indiana Penal Farm for a period of sixty days, and that he should stand committed until said find and costs are paid or staid. The Court further finds that said defendant's true age is twenty-one years.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Leonard McMullen, for the offense by him committed, is fined in the sum of $10.00, and is imprisoned in the Indiana Penal Farm for a period of sixty days, and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until said fine and costs are staid or paid.

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

A. J. Stevenson, Judge.

JAMES B. McGLOTHLIN)
VS) # 13136
EDWARD C. WILSON)

Comes now the defendant, by counsel, and the Court having examined the defendant's motion for new trial, heretofore filed, and being duly advised, now overrules the same.

Charles V. Sears

Charles V. Sears, Special Judge.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, ET AL)

Come now the parties, in person and by counsel, and on motion and by agreement of parties, this conditional examination of all parties now on file is ordered published.

And this cause being at issue and parties being present, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Paul Smith, John Lovell, Clint Gentry, Ernest Poland, Carl Patterson, William Merritt, Jr., Ed Biggs, Claude Weakley, Ralph Blanton, Harley Pennington, Paul Darnall and Wilson Loy, 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 the law and the evidence adduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Friday, December 9th, 1932.

FIRST RURAL LOAN AND SAVINGS) Judgt. vs Defts. for $3252.54 and Costs.
ASSOCIATION, PLAINTIFF.) J. D. 16, Page 62.
VS) # 13715 Action to Foreclose Mortgage,
LESTER HICKS, AND EDNA HICKS) and for Receiver.
ET AL., DEFENDANTS.)

Comes now the plaintiff and shows to the satisfaction of the Court, that the defendants Lester Hicks and Edna Hicks, 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 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 other defendants, and the coming of the jury is waived.

And the Court after reading the plaintiff's promissory note and mortgage herein sued 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 Lester Hicks and Edna Hicks now owe and are indebted to the plaintiff, on the note and mortgage herein sued on, in the sum of $3102.54 principal and interest, and the further sum of $150.00 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 moftgage, 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 herein, 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 suitto foreclose said mortgage, the mortgagee should have the right to immediately have a receiver appointed by the proper Court; and the Court further finds that a receiver should be appointed 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 and to secure to the plaintiff herein the rents and profits of said real Estate; 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 to 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 Lester Hicks and Edna Hicks 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 Lester Hicks and Edna Hicks the sum of $3252.54 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 any 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: Eight acres, more or less, off of the west side of a part of the east half of the northeast quarter of section 20 in township 16 north and range 2 east, bounded as follows: Beginning 4 rods 2 feet north of the southeast corner of said east half-Quarter, and running thence north on the east line thereof 46 rods and 5 feet to the center of the Indianapolis and Crawfordsville State Road, thence in a northwesterly direction, with the bearingsof said Road 88 rods to the west line of said half quarter, thence south on said west line to the north line of the right of way of the Peoria Division of the Big Four Railroad formerly the Bloomington & Western Railroad, thence easterly along the north line of said right of way 93 rods to the place of beginning, except a strip off of the entire south side of said tract heretofore conveyed to the Consolidated Traction Company. Said 8 acres being 755 feet across the north side, 735 across the south side, 573 across the east side, and 565 feet across the west side, and situatedin 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 issues 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 plaintiff's judgment herein, and third any part thereof remaining be applied as the Court herein may direct.

And it is further considered, adjudged and decreed by the Court, that if the above described real estate, and the rents, issues, and profits thereof, shall not

sell for a sum sufficient to pay the plaintiffs judgment herein, and the costs of this action, then the balance thereof remaining unpaid be levied upon any property of the defendants Lester Hicks and Edna Hicks subject to execution, and that said property so levied upon be sold by the proper sheriff, as other property is sold upon execution, without any relief whatever from valuation or appraisement laws.

It is further considered, adjudged, and decreed by the Court that the defendants pay the sum of $30.00 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 defendants, or either of them 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 the matter of the appointment of the receiver herein, and all questions, and evidence relating to said appointment be, and the same are hereby continued for further hearing, and final judgment, until such time as the Court may hereafter fix.

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

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

Record read and signed in open Court.

A. J. Stevenson, Judge.

Friday Morning, December 9th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

FIRST RURAL LOAN AND)
SAVINGS ASSOCIATION)
VS) # 13329
CHARLES S. HAWORTH,)
ETAAL.)

Comes now the plaintiff and files its verified Petition herein for the appointment of a Receiver herein.

And now the above entitled cause is called for trial and is submitted to the Court for trial, finding and judgment as to the question of the appointment of a receiver herein and the coming of a jury is waived.

And the Court having heard the evidence adduced by the plaintiff herein and being fully advised in the premises finds for the plaintiff that the allegations of its complaint herein are true; that by the terms of the plaintiff's mortgage herein sued on and heretofore foreclosed herein, the mortgagors, Charles S. Haworth and Alice F. Haworth, executed their mortgage to the plaintiff herein on the real estate described in the mortgage sued on herein and in the plaintiff's complaint herein and in the judgment and decree of this Court foreclosing said mortgage herein, to-wit: A part of the southeast quarter of the southwest quarter of Section 26 in Township 15 North, Range 1 east and described as follows: Beginning at a point in the center of the Cumberland Road, which point is south 69 1/2 degrees west 420 feet from a point 26 chains 18 links south of the center of said Section 26, and running thence south 69 1/2 degrees west with the center of said cumberland road 97.9 feet; thence south 20 1/2 degrees east 220 feet; thence north 69 1/2 degrees east parallel to the center of said road 97.9 feet; thence north 20 1/2 degrees west 220 feet to the place of beginning, in Hendricks County, State of Indiana, and all the rights, privileges, appurtenances and improvements thereunto appertaining and belonging together with all the rents, issues and profits of said mortgaged premises.

That said mortgage has heretofore been duly foreclosed against the said Charles S. Haworth and Alice F. Haworth and against all other parties having an interest in the above described real estate; that said real estate has been duly sold to the plaintiff herein by the Sheriff of Hendricks County, Indiana, by virture of said judgment and the decree of this Court heretofore issued in this cause; that said real estate did not sell for a sum sufficient to pay the plaintiff's judgment herein and there is now a balance due on said judgment to the plaintiff herein; that the defendants, Charles S. Haworth and Alice F. Haworth, are wholly and notoriously insolvent and have no property on which to levy said judgment and decree in this cause with which to pay the balance of said judgment; that the improvements on said above described real estate should be kept insured for the beneifit of the plaintiff herein and the premiums paid thereon; that the taxes on said real estate are delinquent; that the improvements on said real estate should be kept repaired to preserve them during the year allowed by law for the redemption of said real estate; that the defendants, Charles S. Haworth and Alice F.

Haworth, are now owners of the above described real estate subject to the payment of the plaintiff's judgment and decree hereinbefore obtained; that by the terms and conditions of the plaintiff's mortgage herein sued on, the mortgagors agreed that upon the filing of any suit to foreclose said mortgage, the mortgagee should and did have the right to have a receiver appointed to take immediate possession of said real estate and collect the rents, issues and profits thereof and further--that if the owner of said real estate should be in possession thereof at said time, he should pay such rent to the receiver appointed herein as the Court should decree; that a reasonable rental for said real estate is the sum of $15.00 per month; that the defendants, Charles S. Haworth and Alice F. Haworth, are now in possession of said real estate; that Seymour R. Stewart should be now appointed receiver herein and ordered to rent said real estate and to collect the rents, issues and profits of said estate; keep the same rented; keep the same in repair; keep the taxes and insurance paid thereon as the same becomes due, and pay any balance of said rents collected on the balance due on the plaintiff's judgment herein; and any balance thereafter remaining be paid to the Clerk of this Court to be paid out on the order of the Court herein; that said receiver should be ordered to take immediate possession of said real estate and should give bond for the faithful performance of his duties herein in the sum of $200.00.

It is therefore considered, adjudged and decreed by the Court that Seymour R. Stewart be and he is hereby appointed receiver herein and he is hereby ordered and directed to take immediate possession of the above described real estate, to collect the rents, issues and profits thereof during the year allowed by law for the redemption of said real estate; and further that he keep said real estate in reasonable repair; pay the taxes and insurance thereon; and pay the balance in his hands upon the balance remaining unpaid of the plaintiff's judgment herein and then if there should be any further balance remaining, pay the same to the Clerk of this Court to be paid out on the order of the Court herein.

And now comes the said Seymour R. Stewart and files his bond and oath as receiver herein in the penal sum of $200.00 which bond and the surety thereon are now accepted and approved by the Court and read as follows, to-wit: (HI)

And now comes the said Seymour R. Stewart and files his written acceptance and oath herein which written acceptance and oath read as follows, to-wit: (HI)

And this cause is continued for report.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE,)
ET AL.)

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

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions, touching their conduct during such separation until 9:00 o'clock A. M. Saturday, December 10th, 1932.

BETTIE STEVENS)
VS) # 13736 Judgt. vs Defts. for $326.95 and Costs.
HAROLD H. STANLEY, ET AL.) J. D. 16, Page 62.

Comes now the plaintiff, 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 defendants have been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on her 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 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 plaintiff and that there should be due said plaintiff on note sued upon in principal and interest the sum of $296.95 and the further sum of $30.00 as a fee for the services of the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendants Harold H. Stanley and Howard Stanley for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants Harold H. Stanley and Howard Stanley, the sum of $326.95, together with the costs of this action, taxed at _____dollars and _____cents, all without relief from valuation and appraisement laws.

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

HENDRICKS CIRCUIT COURT
NOVEMBER TERM, 1932

MARION CAMPBELL, by
CHARLES O. OSBORNE, her
next Friend.
vs
JOHN REITZEL, EDGAR REITZEL
AND HOMER SALSMAN.

Precipe for
Transcript on appeal.

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT

The Clerk of the Hendricks Circuit Court will prepare and certify a full, true and complete transcript of the proceedings, papers on file, all entries and judgment in the above entitled cause, except the original Bill of Exceptions containing the evidence, which you will incorporate in the transcript without copying, to be used on the appeal to the Appellate Court of the State of Indiana.

Otis E. Gulley,
Atty for John Reitzel
and Edgar Reitzel.

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

A. J. Stevenson, Judge.

Saturday morning, December 10th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

EDWIN B. BOOTS)
VS) # 13505
MARSHALL E. WOODHEAD)

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.).

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, 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.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation, until 9:00 o'clock A. M. Monday, December 12th, 1932.

CAROLINE H. INGLING)
VS) # 13567
M. O'CONNOR & CO., ET AL.)

Comes now the plaintiff, by counsel, and pays the costs of this action and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

GEORGE NASH, Guardian of Thomas Feeney,
Plaintiff,
vs
CLEO HUNT, UNITED STATES FIDELITY & GUARANTY COMPANY of Baltimore, Maryland.
Defendants.

CAUSE NO. 13639 Judgt. vs Defts. for $3,550.81 and Costs.
J. D. 16, Page 62.

Comes now the plaintiff by his attorney, Edgar M. Blessing, and comes now the defendant, United States Fidelity & Guaranty Company, by its attorneys, Slaymaker, Merrell & Locke, and Cleo Hunt, by his attorney, Z. E. Dougan, and the defendant United States Fidelity & Guaranty Company, files its answer in general denial to to the plaintiff's complaint herein, which answer is in the following words and figures, to-wit:

(H. I.)

And the defendant Cleo Hunt files his answer in general denial

to the plaintiff's complaint herein, which answer is in the following words and figures, to-wit:

(H.I.)

The defendant, United States Fidelity & Guaranty Company files its second paragrah of answer and cross complaint of suretyship against the co-defendant, Cleo Hunt, which cross-complaint is in the words and figures following, to-wit:

(H.I.)

Comes also the defendant, Cleo Hunt, by his attorney Z. E. Dougan, and files his answer in general denial to the cross-complaint of his co-defendant herein, which answer is in the words and figures following, to-wit:

(H.I.)

And now, on motion of the plaintiff,this cause is submitted to the court for trial, finding and judgment upon the issues joined upon the said complaint by the defendants answers thereto and upon the cross-complaint of the defendant United States Fidelity & Guaranty Company, without the intervention of a jury.

And the court having heard the evidence and being fully advised in the premises finds for the plaintiff and also finds for the defendant and cross-complainant, United States Fidelity & Guaranty Company, upon its cross-complaint; that the defendant Cleo Hunt as principal and the defendant United States Fidelity & Guaranty Company as surety, executed the bond sued upon and set out and referred to in plaintiff's complaint as plaintiff's Exhibit "A"; that said defendants are in default on said bond sued on in the sum of Three Thousand Five Hundred Fifty Dollars and eighty-one cents ($3,550.81), that the defendant Cleo Hunt as principal in said bond, deposited said monies in his own private bank and failed to use ordinary care for the preservation and safe keeping of said funds or to invest said funds on behalf of his said Ward and has failed and refused to pay over to the plaintiff any part of the said fund and the court now finds that there is due and owing from said Cleo Hunt as principal and from the United States Fidelity & Guaranty Company as surety on said bond, to the plaintiff, George Nash, Guardian of Thomas Feeney, the total sum of Three Thousand Five Hundred Fifty Dollars and eighty-one cents ($3,550.81) and no more, which is wholly unpaid; that all of the said sum of Three Thousand Five Hundred Fifty Dollars and eighty-one cents ($3,550.81) is due and owing from the defendants to said plaintiff without relief from valuation or appraisal of loss.

It is, therefore, considered, ordered and adjudged by the court that the plaintiff have and recover of the defendant, Cleo Hunt, as principal and from the defendant, United States Fidelity & Guaranty Company, as surety, the sum of Three Thousand Five Hundred Fifty Dollars and eighty-one cents ($3,550.81), without relief from valuation or appraisement laws, together with its costs herein laid out and expended taxed at $_____.

It is further considered, adjudged and ordered by the court that the defendant United States Fidelity & Guaranty Company, executed the bond sued upon herein as surety for its co-defendant, Cleo Hunt, and that execution upon the judgment herein rendered shall be first levied upon the lands, tenements and hereditaments, goods and chattels of the defendant, Cleo Hunt, and that no execution shall be levied upon the lands, hereditaments, goods and chattel of the defendant United States Fidelity & Guaranty Company, until the property of its said co-defendant Cleo Hunt shall have been first exhausted.

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

Saturday, December 10th, 1932, and the 30th day of the November Term, 1932.

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

A. J. Stevenson, Judge.

Monday, December 12th, 1932, and the 31st day of the November Term, 1932.

Monday Morning, December 12th, 1932.

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

EDITH McMANN)
VS) # 13378 Judgt. vs Pltf. for Costs.
HENRY O. McMANN) J. D. 16, Page 62

Come now the parties, by counsel, and the Court of its own motion now dismisses this cause of action 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, and the plaintiff, Edith McMann, is hereby ordered to pay satisfy the costs of this action, taxed at _____dollars and _____ cents.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, 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.

And it appearing to the Court that George Markos , witness subpoened by plaintiff, failed to appear, as shown by affidavit of plaintiff, and the Court now orders attachment issued for the said George Markos, to the Sheriff of Hendricks County, Indiana, returnable instanter.

And now the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Tuesday, December 13th, 1932.

JEANNETTE MOORE TODD)
VS) # 13577
ANGELINE NEAL, ET AL.)

Comes now the defendant, by counsel, and withdraws motion for change of venue from the County.

THE STATE OF INDIANA)
VS) # 7312
HARVEY L. ROBINSON)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and comes also the defendant, in his own proper person, and in open Court waives arraignment and enters his plea of not guilty.

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

A. J. Stevenson, Judge.

Tuesday Morning, December 13th, 1932.

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

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE ET AL.)

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

At the close of the plaintiff's evidence, the defendants Frank M. Fauvre and Lillian S. Fauvre each file separate and several motions to direct a verdict for the defendant, which motions are each in the words and figures following, to-wit: (H.I.). And the Court having examined said motions and being duly advised now sustains each motion, to each of which ruling of the Court the plaintiff duly excepts.

And now the taking of evidence is continued, and after hearing a part of the evidence, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Wednesday, December 14th, 1932.

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

A. J. Stevenson, Judge.

Wednesday Morning, December 14th, 1932.

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

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, ET AL.)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded.

And now the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Thursday, December 15th, 1932.

PLAZA SQUARE REALTY)
COMPANY, A CORPORATION)
VS) # 13636
NEW AMSTERDAM CASUALTY)
COMPANY, A CORPORATION)

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.).

STATE OF INDIANA)
VS) # 13775
JOHN W. GRIMES, ET AL.)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of certain defendants, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court having examined said affidavit, now orders non-resident notice published, making the same returnable, January 10th, 1933.

HENDRICKS COUNTY BOARD OF)
FINANCE OF HENDRICKS COUNTY,)
INDIANA.)
VS) # 13662 Judgt. vs Deft., Eva M. Hadley, for $15,000.00
CLEO L. HUNT, ET AL.) and Costs. J. D. 16, Page 63.

Comes now the plaintiff, by its attorneys Otis E. Gulley and Chas. V. Sears, and comes also the defendant Eva M. Hadley by her attorney Zimri E. Dougan, and upon agreement of the said parties this cause is submitted to the court for trial, finding and decree, on the issues joined by the complaint of plaintiff and the answer in general denial of said defendant Eva M. Hadley, 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 plaintiff's complaint are true and that said defendant Eva M. Hadley is indebted to this plaintiff on the bond sued upon herein in the sum of $15,000.00.

It is, therefore, adjudged and decreed by the court that

plaintiff have and recover of and from the said defendant Eva M. Hadley the sum of Fifteen Thousand ($15,000.00) Dollars, together with its costs of suit.

And it is now ordered by the court that this cause is continued as to all the other defendants herein.

CENTRAL SUPPLY COMPANY)
VS) # 13617 Judgt. vs Defts. for $4250.72 and Costs.
H. OLLIE FLACK, ET AL., ETC.) J. D. 16, Page 63.

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and being duly advised, now finds for the plaintiff and that there is due the plaintiff from the defendants, H. Ollie Flack, Clyde D. Moore, Partners, Doing Business as Flack Plumbing Company, Hartford Accident & Indemnity Company, on the account sued upon in principal the sum of $3982.83, and the further sum of $267.89, and the plaintiff is entitled to a judgment against said defendants for a total of said two sums, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, H. Ollie Flack, Clyde D. Moore, Partners, Doing Business as Flack Plumbing Company and Hartford Accident & Indemnity Company, the sum of $4250.72, together with the costs of this action, taxed at _____dollars and _____ cents.

NELLIE HALDEMAN, ADMINISTRATOR)
OF THE ESTATE OF EZRA HALDEMAN,)
DECEASED.)
VS) # 13595 Judgt. vs Deft. for $900.00 and Costs.
RED CAB COMPANY.) J. D. 16, Page 63.

Come now the parties, by counsel, and by agreement of said parties, the Court now finds for the plaintiff and that there is due said plaintiff as damages, the sum of $900.00, and that the plaintiff is entitled to a judgment against the defendant, Red Cab Company, for said sum, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff have and recover of and from the defendant, Red Cab Company, the sum of $900.00, together with the costs of 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 Morning, December 15th, 1932.

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

ADDISON H. INGRAM)
VS) # 13660
MODERN WOODMEN OF AMERICA)

Come now the parties, in 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 now the plaintiff files request for special findings of facts and conclusions of law, which request is in the words and figures following, to-wit: (H.I.).

And the Court having heard a part of the evidence in this cause, the Court now adjourns until 9:00 o'clock A. M. Friday, December 16th, 1932.

ELIZABETH J. ROACH)
ORA E. ROACH)
VS) # 13412
ANNA DOUGLAS, ET AL.)

Comes now the plaintiff, by counsel, and files petition to substitute party plaintiff, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition and being duly advised in its premises, now sustains the same, and the Clayton Bank and Trust Company, guardian of Elizabeth H. Roach, is substituted as party plaintiff for Elizabeth J. Roach.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, ET AL.)

Come now the parties, in person and by counsel, and at the close of the plaintiff's evidence and before the arguements, the plaintiff tenders instructions numbers one to twenty-three inclusive, and the defendants tenders instructions numbers one to twenty-three inclusive, and asks the Court to indicate before the arguments what instructions will be given and what and what instructions will be refused. And the Court now indicates before the arguments that he will give of the instructions tendered by the defendant numbers 1-2-3-6-7-8-11-13-19 and 20, and the Court refuses to geth of the instructions tendered by the defendant numbers 4-5-9-10-12-14-15-16-17-18-20-21 and 22, to the refusal of each one of which the defendant objects and excepts. The Court indicates that he will give of the interests tendered by plaintiff numbers 5-6-10-12-13-14-15-22 and 23, and the Court refuses to give of the instructions tendered by the plaintiff numbers 1-2-3-4-7-8-9-10½-11½-16-17-18-19-20 and 21, to the refusal of each one of which the plaintiff objects and excepts.

And the Court indicates that it will give of its own motion instructions numbers one to siven inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally object and excepts.

And now the jury is again conducted into open Court and argu-

ments are heard and concluded. And at the close of said arguments, the Court instructs the jury in writing, giving of its own motion instructions numbered one to seven inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally objects and excepts.

And the Court gives of the instructions tendered by the plaintiff numbers 5-6-10-12-13-14-15-22 and 23, to the giving of each one of which the defendant objects and excepts.

And the Court gives of the instructions tendered by the defendant numbers 1-2-3-6-7-8-11-13-19 and 23, to the giving of each one of which the plaintiff objects and excepts.

And now all of the instructions 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.).

And now the jury retires in charge of a sworn officer to deliberate.

And afterwards, the jury is again conducted into open Court and returns a verdict for the plaintiff in the sum of $20,000.00, which verdict is in the words and figures following, to-wit:

EARL R. BEBOUT)
VS) CAUSE NUMBER 13552
LILLIAN S. FAUVRE ET AL)

We, the jury, find for the plaintiff and against the defendant O Del Realty Company, alias "O Dell Realty Company," and assess his damages in the sum of $20,000.00, and we find for the defendants Lillian S. Fauvre, Frank M. Fauvre and the Washington Bank and Trust Company.

C. E. Gentry

Foreman

And the Court now orders the jury discharged from further 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, December 16th, 1932.

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

IN THE MATTER OF THE PETITION)
OF CHAS. C. HIGGINS ET AL, FOR)
THE REPAIR AND IMPROVEMENT OF)
THE JOHN T. BARNETT DRAIN AND) # 13784
THE JAMES H. MILES AND A. W.)
CARVER DITCHES, AS ARMS, IN)
CENTER AND UNION TOWNSHIPS.)

Come now the petitioners herein and it appearing to the court that by endorsement on the petition herein the docketing thereof was set for the 16th day of December, 1932, and it further appearing to the court from the affidavits of Obe Higgins, Glyndon Hitchcock, Chas. V. Sears, Alvin Hall and Edward J. Weesner that the persons named in said petition whose lands will be affected by said proposed improvement of said drains have been duly served with notice of the filing and pendency of said petition and the day set for the docketing of the same by delivering copies of such notice to said persons and by leaving copies of such notice at the last and usual places of residence of such of said persons as reside in Hendricks County, Indiana; that a copy of such notice was posted at the door of the Court House in Danville, Hendricks County, Indiana; that three copies of such notice were posted in public places along the line of said proposed improvement in each of the townships of center and Union in said Hendricks County, Indiana; that copies of such notice were duly mailed to each of the non-residents named in said petition to the best addresses that could be obtained after diligent inquiry at the office of the Treasurer of said Hendricks County; that such notice, which said notice contained only the names of land owners or owners who were non-residents of the said Hendricks County and whose residence could not be ascertained, was published two times in each of the Hendricks County Republican and The Danville Gazette, the two leading newspapers printed and published in Danville, Hendricks County, Indiana, representing the two political parties casting the largest number of votes at the last preceeding state and general election; and that all of said notices as aforesaid were served, posted mailed and published, as aforesaid, more than twenty days before the said 16th day of December, 1932, the day set for docketing said petition, which said affidavits are as follows, to-wit: (H.I.)

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

And the court further finds that said petitioners have filed with their said petition a bond in said matter conditioned as by law required, which bond is now approved by the court, and it is words and figures as follows, to-wit:(H.I.)

ADDISON H. INGRAM)
VS) #13660
MODERN WOODMAN OF)
AMERICA.)

Come now again the parties, by counsel, and the taking of evidence is continued and concluded. And the Court having heard all the evidence in this cause, now takes the same under advisement.

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

A. J. Stevenson, Judge.

Saturday Morning, December 17th, 1932,

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

CARRIE WIGGAM)
VS) # 13703 Judgt. vs Deft. for $5.00 per week and Costs.
COLLIE WIGGAM) J. D. 16, Page 63.

Comes now the plaintiff, Carrie Wiggam, in her own proper person and by and through her attorneys, Hume & Gaston, and this cause coming on for hearing before the court, and it appearing to the satisfaction of the court that the defendant, Collie Wiggam, has been duly notified of the filing and pendency of this action for more than ten days before the date fixed by endorsement on the complaint as the return day for the return of the writ of summons herein, as the same is shown by the writ of summons, and the return of the sheriff of Hendricks County, Indiana, endorsed thereon, which writ of summons and the said sheriff's return thereon are in the following words and figures, to wit: (H.I.).

And it further appearing to the court that more than sixty days have elapsed since the service of such writ of summons by said sheriff upon said defendant, the court does now assume jurisdiction in this cause of action.

And now this cause coming on for hearing 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 the court, without the intervention of a jury, having heard the evidence submitted by the plaintiff in support of the allegations in her complaint contained, does now find that the plaintiff is entitled to an absolute divorce from the defendant on the grounds and for the causes set forth in her complaint herein.

The court further finds that the plaintiff is entitled to the custody of the minor children, named as follows: Edith May Wiggam, Arthur Wiggam, Hilda Wiggam, Bertha Wiggam, and Frances Wiggam.

It is further found by the court that the defendant should pay a reasonable sum for the support of said children.

It is therefore adjudged and decreed by the court that the bonds of matrimoney heretofore existing between the plaintiff and defendant be and the same are hereby set aside and held for naught; it is adjudged and decreed by the court that the plaintiff have and she is hereby granted an absolute divorce from the defendant.

It is further decreed that the plaintiff be and she is hereby granted the custody of the minor children herein named until the further order of the court.

It is further ordered by the court that the defendant pay the sum of $5.00 per week for the support of said minor children, and that he shall pay the sum of $5.00 on the 24th day of December, 1932, and a like sum for each week every two weeks thereafter until the further order of the court.

It is ordered that the defendant pay the costs of this action taxed at Seven dollars and ten dents.

LOUISE PALMER WALKER)
VS) # 13731
HERSCHEL H. HOLTSCLAW)

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.). And the Court having examined said motion and being duly advised in its premises, now sustains the same, By agreement of said parties, this cause is sent on change of venue to Boone County, and five days are given in which to pay the costs and perfect change.

CARLYLE M. LATTA)
VS) # 12992
THE EMPLOYERS' LIABILITY)
ASSURANCE CORPORATION)
LIMITED OF LONDON.)

Comes now the defendant, by counsel, and pays the costs of this action, and comes also the plaintiff, by counsel, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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..

MABEL L. HUNT)
VS) # 12998
THE EMPLOYERS' LIABILITY)
ASSURANCE CORPORATION)
LIMITED OF LONDON, ENGLAND)

Comes now the defendant, by counsel, and pays the costs of this action, and comes also the plaintiff, by counsel, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

AGNES C. CALVERT)
VS) # 13061
THE EMPLOYERS' LIABILITY)
ASSURANCE CORPORATION)
LIMITED OF LONDON, ENGLAND)

Comes now the defendant, by counsel, and pays the costs of this action, and comes also the plaintiff, by counsel, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

EDNA MARY HUNT)
VS) # 13080
THE EMPLOYERS' LIABILITY)
ASSURANCE CORPORATION)

Comes now the defendant, by counsel, and pays the costs of this action, and comes also the plaintiff, by counsel, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

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

Comes now the defendant, by counsel, and pays the costs of this action, and comes also the plaintiff, by counsel, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

CLAYTON BANK AND TRUST CO.)
VS) # 13783
DANIEL V. RICHARDSON, ET AL.)

Comes now the defendant, Daniel V. Richardson, herein and pays the costs of this action, and comes also the plaintiff, Charles B. Worrell, president of the Clayton Bank and Trust Company, herein, and moves the Court to dismiss the same.

And the Court being advised does now find that this cause should be dismissed, and that the costs herein are 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.

ORDER APPOINTING JURY COMMISSIONERS

It is ordered by the Court that Charles E. Higgins, a Democrat, of the town of Danville, Indiana, and Lawrence G. Vannice, a Republican, of the town of Danville, Indiana, and well known to be of opposite Politics and of good character for intelligence, morality and integrity, be, and they are hereby appointed Jury Commissions of the Hendricks Circuit Court, of Hendricks County, Indiana, for the year ending December 31st, 1933.

It is further ordered that they be and appear in open court on the 19th day of December, 1932, at 9:00 o'clock A. M., 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 appointees, of this respective appointments.

UNION SCHOOL TOWNSHIP OF)
HENDRICKS COUNTY, STATE)
OF INDIANA)
VS) # 13626 Judgt. vs Defts. for Costs.
JAMES NORTHERN) J. D. 16, Page 64.
MINNIE NORTHERN)

Comes now the plaintiff, Union School Township of Hendricks County, State of Indiana, by its counsel Harney F. Semones and shows to the court by notice issued upon its petition filed herewith and the return of the sheriff endorsed thereon, which notice and return read, as follows, (H.I.) that the defendants, James Northern and Minnie Northern have each been personally served with the proper notice of the filing and the tendency of said petition and when and where the same would be heard at least ten days prior to this date and the time fixed for the hearing thereof; and the said defendants, failing to appear, are three times audibly called but come not and herein wholly make default; and this cause having been submitted to the court, and the court having heard the evidence and being fully advised in the premises, finds for the plaintiff that it is the owner in fee simple and entitled to the possession of the real estate described in the complaint; that the defendants unlawfully hold possession thereof.

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: One acre off of the Southeast corner of Section 18 Township 17 North, Range 1 West and bounded as follows: Beginning at the Southeast corner of said Section 18 and running North 16 rods, thence West 10 rods, thence South 16 rods, thence East 10 rods to the place of beginning, and situate in Hendricks County, State of Indiana, and that it recover of the defendants the possession thereof together with its costs and charges in this cause laid out and expended.

CITIZENS' BUILDING, LOAN FUND)
AND SAVINGS ASSOCIATION,)
DANVILLE, INDIANA)
VS) # 13739 Judgt. vs Defts. for $274.02 and Costs.
MARY E. SCOTT,) J. D. 16, Page 64.
JEREMIAH SCOTT, and)
CECIL SCOTT.)

Now at this time comes the Plaintiff by counsel and it appearing to the court by the summons herein, and the return of the sheriffs endorsed thereon that defendants have been served with summons more than ten days before the 30th day of November, 1932, being the day endorsed on plaintiff's complaint for the return day of all summons thereon, which said summons and return thereon are in the words and figures as follows, to-wit: (Here Insert).

And now the defendants Mary E. Scott, Jeremiah Scott and Cecil Scott being three times loudly called in open Court come not but herein wholly make default.

And now this cause is submitted to the court for trial, finding and decree, 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 plaintiff from defendants Mary E. Scott, Jeremiah Scott and Cecil Scott on the notes sued upon the sum of $225.23 as principal and interest and the further sum of $22.52 as fees for services of plaintiff's attorney.

The Court further finds that plaintiff was compelled to pay taxes on the real estate described herein in sum of $20.38 plus $2.04 interest and the further sum of $3.85 insurance premium advanced, all of which sums plaintiff is entitled to recover from said defendants together with costs of this action all without relief from valuation or appraisement laws; and it further finds that said sums are secured by a mortgage on the real estate described in plaintiff's complaint and that plaintiff is entitled to have said mortgage foreclosed as against all defendants and said real estate sold.

It is ordered considered and adjudged that the plaintiff have and recover of and from the defendants Mary E. Scott, Jeremiah Scott and Cecil Scott the sum of $274.02 together with the costs of this action and all accruing costs without relief from valuation and appraisement laws.

And it is further considered, adjudged and decreed by the Court that the equity of redemption of all defendants and of all the parties 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: Part of the North West quarter of the South West quarter of Section 24 Township 17 North of range 1 West, bounded as follows, to-wit: Beginning at a point 46.74 rods South of the North East corner of said quarter quarter; Thence West 40 rods; thence South 11.37 rods; thence East 40 rods; thence North 11.37 rods to the place of beginning, containing 2.84 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 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 Hendricks County, State of Indiana, as other lands are sold on execution, said sale to be without any relief from valuation or appraisement laws.

The proceeds arising from the 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 on claims sued on herein, being the amount of the judgment hereinbefore rendered together with interest from this date.
Third, And any balance remaining after the payment of said judgment 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 accuring costs, the residue thereof remaining unpaid shall be levied of the goods and chattels and lands and tenaments of said defendants Mary E. Scott, Jeremiah Scott and Cecil Scott subject to execu- and sale thereof which shall be made without any relief from valuation or appraisement laws.

All of which is ordered, adjudged and decreed.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, December 19th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

EARL SHELLEY)
VS) # 13757 Judgt. vs Deft. for $84.76 and Costs.
SAM AGNEW) J. D. 16, Page 64.

Comes now the plaintiff, by counsel, and the Court being duly advised, now renders judgment on the award of the Industrial Board of Indiana.

It is, therefore, now adjudged and decreed by the Court that the plaintiff have and recover of and from the defendant, Sam Agnew, the sum of $61.60 as an award and the further sum of $6.16 as a fee for the plaintiff's attorney, also $17.00 as hospital and medical services, making a total due of $84.76 , all of which sum the plaintiff is entitled to have and recover from the defendant, Sam Agnew, together with the costs of this action, taxed at _____dollars and _____cents.

VIRGIL R. ARNOLD)
VS) # 13698
STANDARD OIL COMPANY)
OF INDIANA.)

Come now the parties, in person and by counsel, and this cause being at issue and parties being present, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Paul Smith, Claude Weakley, Clint Gentry, Ernest Poland, Carl Patterson, William Merritt, Jr., Ed Biggs, Willard Edmonson, Ralph Blanton, Harley Pennington, Paul Darnall and Wilson Loy, 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, together with the Court and true verdict give according to the law and the evidence adduced.

Evidence is heard in part, 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. December 20th, 1932.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, December 20th, 1932.

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

LOREN CLARK,)
VS) # 13623 ENTRY UPON PLAINTIFF'S MOTION
GULF PIPE LINE COMPANY) TO DISMISS
OF PENNSYLVANIA)

Come now Kivett & Kivett, attorneys for Loren Clark, plaintiff in the above entitled cause, and file their motion to dismiss plaintiff's amended complaint filed in this cause on _____1932, said motion being the following words and figures, to-wit:

(H.I.)

And the Court, being duly advised in the premises, finds that the matters stated in said motion are true and that said amended complaint should be dismissed.

THEREUPON, it is now ordered that, the costs in this cause having been paid by defendant herein, said amended complaint be now dismissed and said action terminated.

VIRGIL R. ARNOLD)
VS) # 13698
STANDARD OIL CO.)
OF INDIANA.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded.

And the jury is now permitted to separate under proper instructions until 9:00 o'clock A. M. Wednesday, December 21st, 1932.

THE STATE OF INDIANA)
VS) # 7319 Judgt. vs Deft. for Costs.
AARON BRAY) J. D. 16, Page 64.

Comes now again the State of Indiana by Arny M. Watkins, prosecuting attorney, and comes also the defendant, Aaron Bray, in his own proper person and by counsel, and the defendant now in open Court asks permission to withdraw his plea of not guilty. And the Court being duly advised now grants said permission, and the said defendant enters his plea of guilty to the offense of voluntary manslaughter.

Whereupon, the Court finds that the defendant for the offense by him committed should be committed to the Board of Trustee of the Indiana Reformatory, for a period of not less than two days nor more than twenty-one years, and that he should pay the costs of this action and that he should stand committed until the costs are paid or staid.

The Court further finds that the defendant's true age is eighteen years.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Aaron Bray, for the offense by him committed, be and he is committed to the Board of Trustee of the Indiana Reformatory, for a period of not less than two

years nor more than twenty-one years, and that he pay the costs of this action, taxed at _____dollars and _____ cents, and that he stand committed until the costs are paid or staid.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, December 21st, 1932.

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

CENTRAL BUILDING AND)
INVESTMENT COMPANY.)
VS) # 13280 Judgt. vs Deft. for $3134.25 and Costs.
J. D. 16, Page 64.
WALTER M. EVANS.)

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and being duly advised, now finds for the plaintiff and that there is due the plaintiff from the defendant on the note sued upon in principal and interest the sum of $2884.25, and the further sum of $250.00, as a fee for the services of the plaintiff's attorney, and that said plaintiff is entitled to a judgment against said defendant, Walter M. Evans, for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff have and recover of and from the defendant, Walter M. Evans, the sum of $3134.25, together with the costs of this action, taxed at nine dollars and eighty-five cents, all without relief from valuation and appraisement laws.

VIRGIL R. ARNOLD)
VS) # 13698
STANDARD OIL CO.)
OF INDIANA.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and at the close of all the evidence, the defendant files motion for a directed verdict, which motion is in the words and figures following, to-wit:(H.I.) And the Court having examined said motion and being duly advised in its premises, now overrules the same, to which ruling of the Court, the defendant duly excepts.

And now the plaintiff tenders written instructions numbered from one to five inclusive, and asks the Court to indicate before the argument what instructions will be given and what refused. And the Court now indicates that he will give of the instructions tendered by the plaintiff instructions 1-2-and 5, and the Court refuses to give instructions numbered 3 and 4, to the refusal of each one of which the plaintiff excepts.

And the defendants tenders instructions numbered from one to nine inclusive, and the Court indicates it will give of the instructions so tendered numberes 1-2-4-6 and 7, and the Court refuses to give numbers 3-5-8 and 9, to the refusal of each one of which the defendant objects and excepts.

And now the arguments are heard and concluded, and at the conclusion of said arguments the Court instructs the jury in writing, giving of its own motion instructions numbered from one to_____inclusive, to the giving of each of which the plaintiff and defendant each for himself separately and severally object and excepts. And the Court gives of the instructions tendered by the plaintiff numbers 1-2 and 5, to the giving of each one of which the defendant excepts, and the Court gives of the instructions tendered by the defendant numbers 1-2-4-6 and 7, to the giving of each one of which the plaintiff duly excepts.

And now all of the instructions 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.).

And now the jury retires in charge of a sworn officer to deliberate.

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

A. J. Stevenson, Judge.

Thursday Morning, December 22nd, 1932.

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

VIRGIL R. ARNOLD)
VS) # 13698
STANDARD OIL CO.)
OF INDIANA.)

Come now the parties, in person and by counsel, and the jury again brought into Court and return a verdict for the defendant, which verdict is in the words and figures following, to-wit:

VIRGIL R. ARNOLD)
VS) CAUSE NUMBER 13698
STANDARD OIL CO. OF INDIANA)

We, the jury, find for the defendant.

C. E. Gentry
Foreman

SCHLOOS BROS. INVESTMENT)
COMPANY)
VS) # 13767
EDGAR M. MILAM, ET AL.)

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

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

CENTRAL RUBBER & SUPPLY CO.)
VS) # 13746 Judgt. vs Deft. for $34.51 and Costs.
WILLARD J. JONES.) J. D. 16, Page 65.

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 servied 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 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 plaintiff upon the account sued upon, the sum of $34.51, and that the plaintiff is entitled to a personal judgment against the defendant, Willard J. Jones, for said sum, 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, Willard J. Jones, the sum of $34.51, together with the costs of this action, taxed at _____dollars and _____cents.

ROLLEY COOPER)
VS) # 13691 Judgt. vs Defts. for $52.20 and Costs.
MILT HAMILTON, ET AL.) J. D. 16, Page 66.

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 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 make default.

And this cause being at issue, the same is not 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 the note sued upon in the principal and interest the sum of $37.20, together with the further sum of $15.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendants, Milt Hamilton and A. A. Wright, whose true christian name is to the plaintiff unknown, for a total of said two sums, 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 defendants Milt Hamilton and A. A. Wright, whose true christian name is to the plaintiff unknown, the sum of $52.20, together with the costs of this action, taxed at _____dollars and _____cents, all without relief from valuation and appraisement laws.

THE W. T. RAWLEIGH CO.,INC.)
VS) # 13684 Judgt. vs Deft., W. F. Hunt, for $132.23 and Costs.
CLIFFORD PASCHALL, ET AL.) J. D. 16, Page 66.

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, W. F. Hunt, 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 to appear and answer said complaint, and said defendant, W. F. Hunt, 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 in this cause and being duly advised, finds for the plaintiff and that there is due said plaintiff on account sued upon the sum of $132.23, and that the defendant, W. F. Hunt, is personally liable on said account and that the plaintiff is entitled to a judgment against the defendant, W. F. Hunt, for said sum, together with the costs of this action.

And on motion of the plaintiff, this cause is now dismissed as to all other defendants.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, W. F. Hunt, the sum of $132.23, together with the costs of this action, taxed at _____dollars and _____

cents.

It is further considered and adjudged by the Court that this cause be and the same is hereby dismissed as to all other defendants.

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

A. J. Stevenson, Judge.

Friday Morning, December 23rd, 1932.

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

THE STATE OF INDIANA)
VS) # 7321
ARLIE FISHER)

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 he is not guilty.

And the Court being sufficiently advised, the defendant, Arlie Fisher, is permitted to go on his own recognizance pending investigation and on conditions imposed and assented to by the defendant, until further order of the 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, December 24th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE STATE OF INDIANA)
VS) # 7292
MARION S. BLACK.)

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) # 7293 Judgt. vs Deft. for Costs.
NEWELL BLACK.) J. D. 16, Page 66.

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 enters his plea of guilty to the charge of possession of a still.

Whereupon, the Court being duly advised, finds that the defendant, Newell Black, 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, and stand committed until the costs are staid or paid.

The Court further finds that the defendant is thirty-five years of age.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Newell Black, 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, and that he stand committed until the costs are staid or paid.

And now the Court orders the still on premises destroyed.

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

A. J. Stevenson, Judge.

C H R I S T M A S V A C A T I O N

(N O C O U R T)

Tuesday Morning, December 27th, 1932.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GRAND AND PETIT JURORS, DRAWN FOR THE JANUARY TERM, 1933.

BE IT REMEMBERED, That on the 27th day of December, 1932, Charles E. Higgins and Lawrence G. Vannice 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 service at the January Term, 1933 of this court, viz:

1. Elmer Gastino — Lincoln Township
2. G. G. Groover — Middle Township
3. Vassel Solsman — Franklin Township
4. Edgar L. Good — Lincoln Township
5. George McCleland — Liberty Township
6. Ora W. Scott — Union 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 person for Petit Jury service for the January Term, 1933 of this court, viz:

1. Orian Merritt--------Washington Twp.
2. Cleo Selch----------Washington Twp.
3. Wilbur Lowden--------Brown Twp.
4. Hubert G. Burgoyne---Lincoln Twp.
5. Harley McIntyre------Marion Twp.
6. Edward Baumer--------Brown Twp.
7. Harold Mason---------Marion Twp.
8. William A. Opple-----Guilford Twp.
9. Atlas Stewart--------Franklin Twp.
10. Charles E. Hyer------Middle Twp.
11. Theo Ogden----------Union Twp.
12. Harry J. Robbins-----Marion Twp.
13. Charles Hayworth--------Guilford Twp.
14. Rudolph Kiefer----------Center Twp.
15. Eber Phillips----------Marion Twp.
16. C. F. Ritz-------------Union Twp.
17. Walter Flynn-----------Washington Twp.
18. Clarence B. Phillips----Brown Twp.
19. W. N. Parsons----------Middle Twp.
20. Gilbert Wheeler---------Clay Twp.
21. Emil Ashley------------Eel River Twp.
22. Carl W. Eads-----------Union Twp.
23. George Huber-----------Union Twp.
24. Otis R. Coons----------Eel River Twp.

J. WALTER SHANK)
VS) # 13594
THE PEOPLES STATE)
BANK, A CORPORATION.)

Come now the parties, by counsel, and the defendants having heretofore filed demurrer to amended complaint, and the Court being duly advised, now overrules said demurrer to each paragraph of the amended complaint, to which ruling of the Court the defendants separately and severally object and except.

And said defendants are now ruled to answer on or before the 2nd day of January, 1933.

FIRST RURAL LOAN AND SAVINGS) Judgt. vs Defts. for $2107.57 and Costs.
ASSOCIATION, Plaintiff.) J. D. 16, Page 66.
VS) Action to Foreclose Mortgage, and for Receiver.
ROBER M. McKNIGHT, ET AL.,) # 13770.
Defendants.)

Comes now the plaintiff and shows to the satisfaction of the Court, that the defendants Robert M. McKnight, and Daisy Ellen McKnight, 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 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 sued 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 Robert M. McKnight, and Daisy Ellen McKnight, now owe and are indebted to the plaintiff, on the note and mortgage herein sued on, in the sum of $2007.57 principal and interest, and the further sum of $100.00 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 herein may direct; that the defendants Robert M. McKnight, and Daisy Ellen McKnight have been duly divorced since the execution and delivery of the plaintiff mortgage sued on in this action, are now each unmarried, and are the owners, as tenants in common, of the real estate described in this judgment and decree, subject to the payment of the plaintiffs judgment and decree herein; that the defendant Daisy Ellen McKnight lives in the City of Indianapolis, Marion County, Indiana; 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; that the real estate hereinafter described in this judgment and decree is now rented and leased to McKnight, a brother of the defendant Robert M. McKnight, who together with his family, now occupies the same as his home; that the defendant Robert M. McKnight now lives and boards with his brothers family; plaintiff's mortgage, and complaint herein, is second, subsequent, and inferior to the lien of the

plaintiff's 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 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 mortgagee 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 thereon, 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 to 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 Robert M. McKnight, and Daisy Ellen McKnight, ~~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.~~

And the Court further finds that default has been made by the defendants for a period of more than 14 weeks in the payment required by the plaintiffs note and mortgage herein sued on, before this action was commenced; that no one is keeping said real estate in repair, and the same is in great danger of being materially injured, and the security for the plaintiffs debt herein sued on, greatly diminished; that the taxes on said real estate have not been paid, and the same has been sold for taxes; that the plaintiff herein is having to pay the premiums on the insurance on the property described in the plaintiffs mortgage herein sued on to keep the same from being cancelled; that the defendants, and each of them are wholly and notoriously insolvent, and have no property subject to execution; that the real estate hereinafter described in this judgment and decree, will not sell for an amount sufficient to pay and satisfy the plaintiffs judgment herein, and the costs of this action; that a reasonable rental for said real estate is the sum of $15.00 per month; that a receiver should be appointed herein, and ordered by the Court to colect the rents of said real estate, keep said real estate in

good repair, keep the taxes paid, keep the same insuranced and the insurance premiums paid; that if the defendants, or either of them are now occuping or shall hereafter occupy said real estate, they should pay rent to the receiver hereinafter appointed herein, or immediately vacate said property; without further notice.

And the court further finds that the plaintiff is entitled to judgment against the defendants Robert M. McKnight, and Daisy Ellen McKnight for its debt herein sued on, for the foreclosure of its mortgage herein sued on 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 Robert M. McKnight and Daisy Ellen Mc Knight, the sum of $2107.57 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 any 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. 4 in Block No. 1 in Duffeys Third Addition to the Town of Plainfield, situate 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 sufficiently 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 third any part thereof remaining be applied as the Court herein may direct;

And it is further considered, adjudged, and decreed by the Court, that if the above described real estate, and the rents, issues, and profits thereof, shall not sell for a sum sufficient to pay the plaintiffs judgment herein, and the costs of this action, then the balance thereof remaining unpaid be levied upon any property of the defendants Robert M.McKnight, and Daisy Ellen McKnight, subject to execution, and that said property so levied upon be sold by the proper sheriff, as other property is sold upon execution, without any relief whatever from valuation or appraisement laws.

It is further considered, adjudged, and decreed by the Court that the defendant Robert M. McKnight, pay the sum of $15.00 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 Robert M. McKnight 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 rents 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 Seymour R. Stewart be and he is hereby appointed receiver herein, and he is hereby ordered and directed to take immediate possession of the above described real estate, to collect the rents, issues, and profits thereof, from this date, and during the year allowed by low for the redemption of said real estate; and further that he keep said real estate in rentable repair, pay the taxes and insurance thereon, and make report of his doings to the Court herein, and obey the orders of this Court. And said receivers bond is hereby fixed at the sum of $200.00.

And now comes said Seymour R. Stewart and filed his bond and oath as receiver herein in the penal sum of $200.00, which bond and the security thereon, are now accepted and approved by the Court.

And now said Seymour R. Stewart files his oath as receiver herein, and his written acceptance of such receivership, which bond, oath, and acceptance read as follows to wit: (H.I.).

And of which is finally consider, adjudged and decreed by the Court.

HARRY HUGHES, Administrator)
of the Estate of JOHN W. HUGHES,) Judge. vs Deft. for $600.00 and Costs.
Deceased.) J. D. 16, Page 67.
vs.) # 13745 DECREE ON ACTION OF EJECTMENT.
ROBERT M. NEWBY)

Comes now the plaintiff by his counsel and shows to the court by notice issued upon his petition filed herein and the return of the sheriff endorsed thereon, which notice and return read as follows: (H.I.) And that the defendant has been personally served with proper notice of the filing and pendency of said petition and when and where the same would be heard at least ten days prior to this date and to the time fixed for the hearing thereof. And the said defendant, Robert M. Newby failing to appear is three times audibly called but comes not and herein wholly makes default. And this cause having been submitted to the court and the court having heard the evidence and being fully advised in the premises finds for the plaintiff that he is the owner and entitled to the possession of the real estate described in the complaint. That the defendant unlawfully hold possession thereof and that the plaintiff has been damaged in the sum of Six Hundred Dollars, ($600.00).

It is Therefore considered and adjudged by the court that the plaintiff is the owner of the real estate described in the complaint, to-wit: East

half of the Northeast quarter of Section Nineteen (19), Township Sixteen (16) North, Range One (1) East in Hendricks County, Indiana, and that he recover of the defendant the possession thereof. It is further considered and adjudged that the plaintiff recover of the defendant the sum of Six Hundred Dollars, ($600.00) in damages together with his costs and charges in this behalf laid out and expended.

GENERAL COURT ALLOWANCE FOR THE NOVEMBER TERM, 1932.

Leonard R. Christie, Baliff		$ 105.00
Frank Tucker, Clerk		84.00
Lewis L. Pounds, Sheriff		84.00
Helen Harris, Court Reporter		250.00
Frances Hiatt, Special Reporter		15.00
Charles E. Higgins		13.00
Lawrence G. Vannice		13.00
Lewis L. Pounds, Returning Prisoner		8.70
Alvin Hall, Printing Bar Docket		25.00
West Publishing Company		15.00
Lawyers Cooperative Publishing Company		65.00
PETIT JURY:		
William Merritt		64.60
Ralph Blanton		72.20
Clint Gentry		76.00
Paul Darnell		83.60
Frank Fields		36.00
John Lovell		66.00
Ed Biggs		76.00
Carl Patterson		76.00
Ernest Poland		74.80
Wilson Loy		76.00
Harley Pennington		95.00
Paul Smith		83.60
Dan Shepard		20.00
Claude Weakley		60.00
Willard Edmonson		26.60
Joe Miller		32.20
John Doyal		8.20
Fred Trotter		4.00
Amos Goehler		3.40
Charles Gambold		13.20
Green Tea Cafe	39 Meals @ 50¢	19.50
Green Tea Cafe	13 Lunches @ 15¢	1.95
J. M. Housman	13 Meals @ 50¢	6.50
Willis Bundy	26 Meals @ 50¢	13.00
East Side Restaurant	13 Meals @ 50¢	6.50
T O T A L		$1772.55

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, 1933, of said Court.

And Court adjourned until Court in course,

Records read and signed in open Court.

_____,Judge.

BE IT REMEMBERED, That on the 30th day of December, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7323
FRANK JONES)
HARRY COLVIN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney, and asks permission to file in Vacation, an affidavit against the defendants charging second degree burglary. And the Court having examined said affidavit and being duly advised, does now grant permission and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And come now the defendants, in their own proper person, and before the Judge in Vacation are duly arraigned. And the defendant, Frank Jones, for his plea says he is not guilty of the charge. And the Court now fixes his bond at $1000.00. The defendant, Harry Colvin being duly arraigned before the Judge in Vacation, for his plea says he is guilty of the offense charged, and his true age is twenty-eight years.

The Court now takes this cause under advisement.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 30th day of December, 1932, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

THE STATE OF INDIANA)
VS) # 7324
FRANK JONES)
HARRY COLVIN)

Comes now the State of Indiana, by Arny M. Watkins, prosecuting attorney and asks permission to file in Vacation, an affidavit against the defendants charging automobile banditry. And the Court having examined said affidavit and being duly advised, does now grant permission and said affidavit is filed, which affidavit is in the words and figures following, to-wit: (H.I.).

And come now the defendants, in their own proper persons, and before the Judge in Vacation are duly arraigned. And the defendant, Frank Jones, for his plea says he is not guilty of the charge. And the Court now fixes his bond at $1000.00. And the Court finds that this cause should be dismissed as to the defendant, Harry Colvin.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed as to the defendant, Harry Colvin.

Attest: Frank Tucker, Clerk.

Monday Morning, January 2nd, 1933.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the January Term, 1933, 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 January, 1933, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, 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:

FRED A. MASTERSON)
VS) # 13425 Judgt. vs Pltf. for Costs.
W. W. DARK, ET AL.) J. D. 16, Page 67.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Fred A. Masterson, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

J. WALTER SHANK)
VS) # 13594
THE PEOPLES STATE)
BANK, A CORP.)

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

MAUDE E. CALL)
VS) # 13659 Judgt. vs Pltf. for Costs.
W. W. DARK, ET AL.) J. D. 16, Page 67.

Comes now the plaintiff, by counsel, and upon her motion, this cause is now dismissed, 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, and the plaintiff, Maude E. Call, is ordered to pay the costs of this action, taxed at _____dollars and _____ dents.

STATE OF INDIANA)
VS) # 13776
ARCHIBALD A. FIGG, ET AL.)

Comes now the defendant, Fletcher Joint Stock Land Bank, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 13778
SAMUEL S. RICHARDSON, ET AL.)

Comes now the defendant, Fletcher Joint Stock Land Bank, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7175
GROVER PURYEAR)

Comes now the State of Indiana, by John A. Kendall, 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) # 7286 Judgt. vs Deft. for $2.00 per weekand Costs.
ELBERT SMITH) J. D. 16, Page 67

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Elbert Smith, in his own proper person, and the Court having heretofore heard the evidence in this cause, and being duly advised, now finds the defendant guilty of the crime charged.

And now the Court finds that judgment should be suspended and defendant released from custody on probation for a period of two years on condition that the defendant shall make a personal appearance in Court whenever ordered to do so, and should pay to the Clerk of this Court for such defendant's children the sum of $2.00 per week until further ordered, said payments to begin on Saturday, January 7th, 1933, and to continue each Saturday thereafter until further ordered. The Court further finds that said defendant should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that judgment shall be suspended and the defendant, Elbert Smith, be and he is hereby released from custody on probation for a period of two years on condition that the said defendant shall make a personal appearance in Court whenever ordered to do so, and shall pay to the Clerk of this Court for such defendant's children the sum of $2.00 per week until further ordered, said payments to begin on Saturday, January 7th, 1933, and to continue each Saturday and after until further ordered.

It is further ordered by the Court that the defendant, Elbert Smith, shall 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, January 3rd, 1933.

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

THE STATE OF INDIANA)
VS) # 7276
WILLIAM BEHRENS, ET AL.)

Comes now the defendant, William Behrens, by counsel, and the Court having examined said defendant's motion for new trial, heretofore filed, and being duly advised, now overrules the same, to which ruling of the Court the defendant duly excepts. And the Court gives sixty days to file bill of exceptions.

JAMES A. COLLINS, AD-)
MINISTRATOR OF THE)
ESTATE OF DILLARD C.)
COLVIN, DECEASED.)
VS) # 13649
PENNSYLVANIA RAILROAD CO.)

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.).

L. WALLACE OSBORNE)
VS) # 13737
HARRY F. DAVIDSON, ET AL.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before the 14th day of January, 1933.

EDWARD R. SMOCK, EXECUTOR)
OF THE WILL OF L. D. BOYD)
VS) # 13753
WILLIAM T. BOYD,)
CECIL P. BOYD AND)
BURNICE BOYD.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before the 14th day of January, 1933.

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 4th, 1933.

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

THE UNION CENTRAL LIFE)
INSURANCE COMPANY OF)
CINCINNATI, OHIO.)
VS) # 13619
IDA B. HADLEY, AND OTHERS.)

Comes the plaintiff by counsel and the matter of the appointment of a receiver to take charge of the preserve the real estate involved in this action during the year of redemption is submitted to the court. The court, having heard the evidence and being advised, finds for the plaintiff, that the allegations of its complaint relative to the question are true and that a receiver should be appointed, as prayed for in said complaint.

It is, theeefore, considered and adjudged by the court that a receiver be appointed in this proceedings to take charge of and preserve, during the year of redemption, the real estate described in the complaint.

It is further ordered by the court that John C. Taylor, be, and he is, appointed such receiver, and that he give bond in the sum of $500.00, with surety to the approval of the court.

And now comes the said John C. Taylor, accepts said appointment, and tenders his bond which the court now approves. And now the said John C. Taylor takes and subscribes an oath for the faithful discharge of his duties as such receiver, which bond, and the approval of the court endorsed thereon, and the oath of the said receiver, are all in the words and figures, as follows, to-wit:-(Here Insert)

And further proceedings herein are continued.

STATE OF INDIANA ON RELATION)
OF LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA.)
VS) # 13802 E N T R Y
PITTSBORO STATE BANK, PITTSBORO)

Comes now the relator in person and by Philip Lutz Jr, Attorney General of Indiana, his attorney, and files in open court, his petition, for the appointment of a receiver, for said defendant, PITTSBORO STATE BANK, of PITTSBORO, HENDRICKS county, Indiana, and it is thereupon ordered that Monday Jan 16, 1933 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 PITTSBORO STATE BANK by one publication in the Gazette, a newspaper published in HENDRICKS County, Indiana not less than 10 days before said Jan 16, 1933.

STATE OF INDIANA, EX REL)
LUTHER F. SYMONS.)
VS) # 13166 Judgt. vs Deft. for Costs.
CLAYTON BANK & TRUST CO.) J. D. 16, Page 68.

Comes now the attorney general, James M. Ogden, herein, and moves the dismissal of the above petition. And the Court being duly advised, now sustains said motion, and this cause is dismissed at the cost of the defendant.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the defendant, Clayton Bank & Trust Company is ordered to pay the costs of 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 Morning, January 5th, 1933.

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

HERMAN HUBBLE)
VS) # 12751 Judgt. vs Pltf. for Costs.
GERTHA BURKETT, ET AL) J. D. 16, Page 69.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Herman Hubble, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HENRY C. MORGAN)
VS) # 13234 Judgt. vs Pltf. for Costs.
MILTON T. McCARTY, ET AL) J. D. 16, Page 69.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Henry C. Morgan, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

EDITH E. MURPHY)
VS) # 13290
E. E. SPARKS, ET AL.)

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

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

HULDA MOORE)
VS) # 13453
JOSEPH W. MOORE)

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

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

CAPITOL LUMBER COMPANY.)
VS)# 13434
ELLIS E. SLUSS, ET AL.)

Come now the parties, by counsel, and the defendant files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now sustains the same, and by agreement of the parties in open Court, this cause is sent on change of venue to Marion County. Five days are given in which to pay the costs and perfect the change.

WADE MILLMAN)
VS) # 13740 Judgt. vs Defts. for $333.68 and Costs.
ALLEN E. OSBORN) J. D. 16, Page 69.
EMILY L. OSBORN)

Comes now the plaintiff, by Chas. V. Sears his attorney, and presents to the court the summons issued to the sheriff of Hendricks County, Indiana, and also the summons issued to the sheriff of Marion County, Indiana, together with the returns of said sheriffs endorsed thereon, from which said summons and returns it appears to the court that the defendant Emily L. Osborn was duly served with summons more than ten days before the 28th day of November, 1932, being the 19th judicial day of the November Term, 1932, of the Hendricks Circuit Court, and the date endorsed on plaintiffs complaint for return day for summons thereon, and that said defendant Allen E. Osborn was duly served with process more than ten days before the 3rd day of January, 1933, being the 2nd judicial day of the January Term,1933, of said court, and the date endorsed on plaintiff's complaint for return day for said summons issued to the sheriff of Marion County for said defendant, which said summons and returns are in words and figures as follows: (H.I.)

And now said cause coming on for trial said defendants are each three times loudly called in open court but come not and herein wholly make default.

And the court having heard the evidence and being duly and sufficiently 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 defendants on the note sued upon the sum of Three Hundred Three and 68/100 ($303.68) Dollars of principal and interest and the further sum of Thirty ($30.00) Dollars for the services of plaintiff's attorney, a total sum of $333.68.

It is, therefore, considered, adjudged and decreed by the court that the plaintiff have and recover of and from said defendants the said sum of Three Hundred Thirty-three and 68/100 ($333.68) Dollars, together with his costs of suit.

THE STATE OF INDIANA.)
VS) # 7323 Judgt. vs Deft. Harry Colvin for Costs.
FRANK JONES) J. D. 16, Page 69.
HARRY COLVIN)

Comes now the State of Indiana by Arny M. Watkins, prosecuting attorney, and comes also again the defendant, Harry Colvin, in his own proper person, in open Court, and the Court being duly advised, now finds that the defendant, Harry Colvin, is guilty of the crime of grand larceny, and that his true age is twenty-eight years.

The Court further finds that the said defendant for the offense by him committed should be imprisoned in 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, and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Harry Colvin, for the offense by him committed, be and he is imprisoned in 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, and stand committed until the same 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, January 6th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA)
) SS.
HENDRICKS COUNTY)

HOME DEVELOPMENT CO.)
)
VS.) PRAECIPE FOR TRANSCRIPT
)
ARTHUR JORDAN LAND CO.) ON APPEAL.

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT.

The clerk of the Hendricks Circuit Court will prepare and certify a full true and complete transcript of the proceedings, papers on file, all entries and judgment in the above entitled cause indluding the Special Finding of Facts as found by the court together with the conclusions of law thereon; to be used on the appeal to the Appellate Court of the State of Indiana.

White & Jones

Clark & Kahl

Attorneys for Home Development Co.

HOME DEVELOPMENT COMPANY

-vs- Notice to Clerk.

ARTHUR JORDAN LAND COMPANY

To Frank Tucker, Clerk of the Hendricks Circuit Court.

You are hereby notified that the plaintiff in the above entitled cause will appeal to the Supreme Court of the State of Indiana for the judgment rendered against him in said cause in the Hendricks Circuit Court on the 11th day of July, 1932.

Archie Kahl (Danville)

White & Jones (Indpls)

Attorneys for Plaintiff.

This 6th day of January 1933 I, Frank Tucker Clerk of the Hendricks Circuit Court acknowledge receipt of this notice.

Frank Tucker,

Clerk.

ADDISON H. INGRAM)
)
VS) # 13660
)
MODERN WOODMAN OF AMERICA)

Come now again the parties, by counsel, and the Court having heretofore been requested by the plaintiff to find the facts specially, now presents and files its special finding of facts numbered from one to sixteen inclusive, and to the finding of each fact seperately and severally the defendant duly objects and excepts, which special finding of facts is in the words and figures following, to-wit:

ADDISON H. INGRAM)
)
VS) CAUSE NUMBER 13660
)
MODERN WOODMENT OF AMERICA)

SPECIAL FINDING OF FACTS

The Court having heretofore been requested by the plaintiff to find the facts specially now determines the facts in this cause as follows:

FINDING NUMBER ONE.

That the defendant is a corporation duly organized under the pursuant to the laws of the State of Illinois and has its principal place of business and has its principal office in the city of Rock Island in the State of Illinois;

That it is a fraternal beneficiary society and issues benefit certificates covering the lives of persons belonging to said society in the event of their death upon the payment by such persons of said assessments upon such certificates during the period of the lifetime of such person and providing such persons have performed all of the conditions and requirements of said benefit certificate on their part to be performed.

FINDING NUMBER TWO

That the defendant has for a number of years and during the year 1924 and since that time, been permitted and authorized to issue benefit certificates in the State of Indiana to persons who are members of said society and who are members of local camps of said society and who apply for protection offered by such benefit certificates and pay the assessments thereon.

FINDING NUMBER THREE

That the defendant executed and delivered to Eugene Ingram its benefit certificate Number 3,152.359 in the principal sum of $2,000.00, in which the member's father Addison H. Ingram, the plaintiff herein, was named as beneficiary.

FINDING NUMBER FOUR

That Eugene Ingram died on the 19th of January, 1932, and that due proofs of such death have been together with the said benefit certificate, submitted to the defendant at its home office at Rock Island, Illinois, and that thereafter said benefit certificate was by said company returned to the plaintiff herein and beneficiary thereunder and the liability on said certificate was denied by said company.

FINDING NUMBER FIVE

That said certificate Number 3,152,359 of the Modern Woodmen of America was executed by said company on the 29th day of August, 1924, and that Eugene Ingram was adopted into Camp 6002 of the Modern Woodmen of America at Danville, Indiana, on the 5th day of September, 1924, and that said benefit certificate was delivered to said Eugene Ingram on said date.

FINDING NUMBER SIX

That the death of Eugene Ingram occurred on the 19th of January, 1932, and this action was filed in the Hendricks Circuit Court on the 22nd of August, 1932; that due proofs of such death were furnished to the head clerk of the Modern Woodmen of America at its home office at Rock Island, Illinois, prior to the date of the filing of this action and within the time fixed by the plicy for submission of said proof

FINDING NUMBER SEVEN

That on the 19th of January, 1932, at and in the County of Marion, State of Indiana, and in the City of Indianapolis, the said Eugene Ingram drove his Chevrolet automobile into the driveway of the filling station located at the corner of Sixteenth Street and Kesler Boulevard, and in the night time entered the said filling station, drew a revolver on the attendant Glen Hesser and his wife who were then custodians in charge of said station, ordered them to stick up their hands, which they did, and took from said filling station currency to the amount of $20.09;

That immediately upon having obtained possession of the money, he placed his revolver in his right overcoat pocket, adjusted the flap on the outside of the pocket and left the building.

FINDING NUMBER EIGHT

That as he left the building he was accosted by Police Sargent Arthur Huber of the Indianapolis Police Force, who had seen the conduct described in Finding Number Seven, and said police officer informed him that he was under arrest and ordered him to put up his hands; that said Ingram hesitated an instant and continued southward toward his automobile which was standing in the filling station driveway with the door open and the motor running;

That said police officer a second time ordered him to put up his hands, informed him that he was under arrest; that said Ingram entered his automobile, placed the lever in reverse position and as he was so doing, said police officer again informed him that he was under arrest.

FINDING NUMBER NINE

That as said Ingram was in the act of putting his car in motion backward, said police officers Huber and O'Mara saw his right hand move to the region of his right overcoat pocket in which they had seen him place his revolver and thinking that he was in the act of drawing said weapon said police officer Huber fired at said Ingram with a 38 special revolver, the bullet striking him in the left breast;

That as the car started backward Officer Harry O'Mara fired into the automobile from the front with a shot gun loaded with buck shot, the charge taking effect in the breast and face of said Ingram, said shot having been fired from a position approximately twenty feet in front of the automobile and immediately following the shot by officer Huber, officer O'Mara believing that the first shot had been fired by Ingram at officer.

FINDING NUMBER TEN

That said automobile moved backward a distance of sixty feet where it came to a stop and said officers discovered said Ingram therein in a dying condition as the result of said gun shot wounds, and particularly of the revolver bullet fired by officer Huber; that the officers removed his body from the car and he died in perhaps one minute after such removal.

FINDING NUMBER ELEVEN

That said revolver carried by Ingram on said occasion was removed from his right overcoat pocket by said officers immediately before he was taken out of the automobile in said dying condition and was found to be unloaded at the time.

FINDING NUMBER TWELVE

That from the time said Ingram entered the filling station until he died, as heretofore related, did not exceed a period of more than three to five minutes.

FINDING NUMBER THIRTEEN

That said benefit certificate Number 3,152.359 is in words and figures as set out in Plaintiff's Exhibit Three of the complaint and was on the 19th of January, 1932, in full force and effect with no premiums or dues in default on the part of the insured;

That Section 77 of the By-laws of said defendant company contains the following provision, "If any member of this society, holding any benefit certificate, shall within one year after becoming a beneficial member of this society, die by his own hand, or at any time in consequence of any violation or attempted violation of law, all benefit certificates of such member shall thereby become null and void and all payments made thereon shall be forfeited to the society."

This provision also appears as one of the conditions in said benefit certificate rendering said certificate null and void.

FINDING NUMBER FOURTEEN

That the acts and conduct on the part of said Ingram while in said filling station constituted the crime of robbery and rendered him guilty of such crime.

That said Ingram had the $20.09 of currency he had taken from said filling station, in his pocket at the time he was killed, and that his acts and conduct relative thereto, also constituted the crime of larceny..

FINDING NUMBER FIFTEEN

That the defendant herein has never paid to the plaintiff any part or portion of the sum of $2,000.00, being the amount of the indemnity provided for the death of the said Eugene Ingram, as provided in said benefit certificate.

FINDING NUMBER SIXTEEN

That the death of the said Eugene Ingram, the insured under said benefit certificate Number 3,152,359, did not occur in consequence of any violation or attempted violation of law.

A. J. Stevenson

Judge

And now on the finding of facts as announced, the Court concludes the law to be as follows: First, that the law is with the plaintiff and against the defendant in this case; second, that the plaintiff is entitled to have and recover of and from the defendant on the benefit certificate sued upon the sum of $2000.00, together with interest thereon at the rate of six per cent from and after March 19th, 1931, together with the costs of this action, and to each conclusion of law the defendant at the time objects and excepts.

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 7th, 1933.

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

THE STATE OF INDIANA)
VS) # 7278
LOLETA BELMORE)
JOHN VINSON)
PAUL WINESBURG)

Comes now the State of Indiana, by John A. Kendall, and files motion to dismiss petition for writ of coram nobis, which motion is in the words and figures following, to-wit: (H.I.).

JOHN G. WEIMER)
VS) # 13766
L. S. AYRES & COMPANY)

Comes now the defendant, by counsel, and the court having examined the defendant's motion to make more definite and specific answers to certain interrogatories, heretofore filed, and being duly advised, now overrules said motion, to which ruling of the Court the defendant duly excepts.

ROGER G. WOLCOTT, RECEIVER FOR CITIZENS NATIONAL BANK & TRUST COMPANY OF TERRE HAUTE, INDIANA.)
VS) # 13722 SUBMISSION, FINDING AND JUDGMENT.
AARON H. HELT and MAYME MENDELL.)

Judgt. vs Defts. for $11,460.43 and Costs
J. D. 16, Page 70.

Comes now the plaintiff, Roger G. Wolcott, Receiver of Citizens National Bank and Trust Company of Terre Haute, Indiana, by John Hickey and Albert Ward, his attorneys; comes also the defendant Mayme Mendell, by Robinson, Symmes & Melson, her attorneys; and it is now shown to the court by the summons heretofore issued in this cause, and the return of the sheriff of Marion County, Indiana, endorsed thereon, that the defendant, Aaron H. Helt, was duly and legally personally served with process in this cause more than ten days before the 7" day of September 1931, that being the date endorsed on plaintiff's complaint as the return date thereof, and he, the said Aaron H. Helt, not having appeared herein, is now three times loudly called in open court, and comes not, but wholly makes default; such summons, with the return of the sheriff endorsed thereon, being in the words and figures following (H. I.).

And now the parties herein waive their right to a trial by jury, and agree to submit this cause to the court for trial, finding and judgment.

And said cause of action being now at issue, the same is submitted to the court for trial, finding and judgment, upon the complaint of the plaintiff herein, the answer of the defendant Mayme Mendell, and the default of the defendant, Aaron H. Helt; and the court, having heard all of the evidence in this cause, and being duly

and sufficiently advised in the premises, now finds for the plaintiff, that the material allegations of his complaint are true as alleged therein, and that he is entitled to recover of and from the defendants, Aaron H. Helt and Mayme Mendell, and each thereof, the sum of Nine Thousand Four Hundred ninety-eight and Fifty-nine hundredths ($9,498.59) Dollars, principal, and One Thousand Two Hundred Eleven and Eighty-four hundredths ($1,211.84) Dollars, interest, upon the note sued upon in this action, to gether with attorney fees in the sum of $750.00, and that such recovery should be had without relief from valuation or appraisement laws.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED and DECREED by the court that the plaintiff, Roger G. Wolcott, Receiver for Citizens National Bank and Trust Company of Terre Haute, Indiana, do have and recover of and from the defendants, Aaron H. Helt and Mayme Mendell, and each thereof, the sum of Ten Thousand Seven Hundred Ten and Forty-three hundredths ($10,710.43) Dollars, principal and interest on the note sued upon herein, and the further sum of $750.00 as and for his attorney fees, with eight per cent interest from this date, together with his costs laid out and expended in this cause and taxed at $ 70.95 ; such recovery to be had without relief from valuation or appraisement laws.

Dated this 7 day of January, 1933.

AMANDA J. JENKINS)
VS) # 13710
ALONZO JENKINS)

Judgt. vs Deft. for Costs, and $3.00 per week.
J. D. 16, Page 70.

Comes now the plaintiff, Amanda J. Jenkins, in her own proper person and by Hume & Gaston, her attorneys, and it appearing to the satisfaction of the court that the defendant, Alonzo Jenkins, has been duly served with summons by the sheriff of Marion County, Indiana, for more than ten days before the return day of fixed by endorsement on the complaint as the return day in this cause, and for more than ten days before the day of hearing herein, as the same is shown by the endorsement of the sheriff of Marion County, Indiana, on said summons, which writ of summons and the said sheriff's return are in the following words and figures, to wit: (H.I.).

And it further appearing to the court that more than sixty days have elapsed since the service of said summons on said defendant by said sheriff, it does now assume jurisdiction herein for the purposes trial, finding, judgment and decree.

And now this cause coming on for hearing before the court, without the intervention of a jury, 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 is called and appears to defend in this cause.

And this cause being at issue on the complaint and default is submitted to the court for trial, finding, judgment and decree. And the Court having heard the evidence and being duly advised and informed in the premises, does now find for the plaintiff that the material allegations in her complaint contained are true and that she is entitled to an absolute divorce from the defendant for the reasons and on the grounds set forth in her complaint herein.

The court further finds that the plaintiff is entitled to the custody of their child, Bonnie B. Jenkins, until the further order of the court.

It is therefore ordered and adjudged by the court that the plaintiff herein be and she is hereby granted and absolute divorce from the defendant.

It is further ordered and adjudged that the bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and set aside and held for naught.

It is further adjudged by the court that the plaintiff be given the custody of their minor child, Bonnie B. Jenkins, until the further order of the court. And it is ordered that the defendant, Alonzo Jenkins, pay the sum of $3.00 per week for the support of said minor child, until the further order of the court.

And now the court orders that the sum of $3.00 be paid by said defendant on the 14th day of January, 1933, and the sum of $6.00 each and every two weeks thereafter until the further order of the court.

And the court orders that the defendant pay the costs of this action taxed at _____dollars and _____cents.

JULIAN D. HOGATE)
VS) # 13096 Judge. vs Pltf. for Costs.
MAMIE S. HAMBERGER) J. D. 16, Page 70.

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed, 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, and the plaintiff, Julian D. Hogate, 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, January 9th, 1933.

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

JAMES A. PIERSON)
VS) # 13765
GEORGE C. FORREY, JR.,)
REC., ETC., ET AL.)

Comes now Clyde P. Miller, attorney, herein, and withdraws his appearance for the plaintiff.

THE STATE OF INDIANA)
VS) # 7330
CHARLES NICKUM)

Comes now the State of Indiana, by John A. Kendall, 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 not guilty. And the Court fixes the said defendant's bond at $1000.00.

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 10th, 1933.

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

THE STATE OF INDIANA)
VS) # 7333
LEO NORMAN)

Comes now the State of Indiana, by John A. Kendall, 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 not guilty. And the Court now fixes the said defendant's bond at $500.00.

THE STATE OF INDIANA)
VS) # 7330
CHARLES NICKUM)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and files amended affidavit, which amended affidavit is in the words and figures following, to-wit: (H.I.).

And comes also again the defendant, Charles Nickum, in his own proper person, and now in open Court withdraws his plea of not guilty and enters his plea of guilty to the charge of grand larceny.

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 11th, 1933.

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

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Comes now the plaintiff, by counsel, and files petition to substitute as defendant for Geneva Bates Myers, Claude F. Myers her duly appointed guardian, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in it premises, now sustains the same and substitution is ordered, and the clerk is ordered to issue summons for said Claude F. Myers, guardian of Geneva Bates Myers, making the same returnable January 25th, 1933.

THE PLAINFIELD BUILDING)
AND LOAN ASSOCIATION,)
PLAINFIELD, INDIANA.)
VS) # 13760
HARRY F. SWAIN, ET AL.)

Comes now the plaintiff, by counsel, and on its motion, this cause is now dismissed, the costs having heretofore been paid.

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

And the plaintiff having asked permission to withdraw papers in this cause from the files, and the Court being duly advised, now grants permission of same.

STATE OF INDIANA)
VS) # 13779 Judge. vs Pltf. for Costs.
DANIEL W. SHATTUCK, ET AL) J. D. 16, Page 71.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, State of Indiana, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

METROPOLITAN LIFE INSURANCE)
COMPANY, A CORP.)
VS) # 13786
JOHN J. DUGAN, ET AL.)

Comes now the plaintiff, by counsel, and files affidavit for non-resident notice for John J. Dugan, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having examined said affidavit and being duly advised in its premises, now orders non-resident notice for John J. Dugan, making the same returnable March 10th, 1933.

Wednesday Morning, January 11th, 1933.

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

STATE OF INDIANA ON RELATION OF)
LUTHER F. SYMONS, BANK COMMIS-)
SIONER OF INDIANA.)
VS) # 13810
CLAYTON BANK AND TRUST COMPANY.)

Comes now the relator in person and by Philip Lutz, Jr., Attorney General of Indiana, his attorney, and files in open court, his verified petition for the appointment of a receiver for said defendant CLAYTON BANK AND TRUST COMPANY of Hendricks county, State of Indiana, which said petition reads in the words and figures as follows, to-wit: (H.I.)

The court now orders the clerk to issue summons to said defendant Clayton Bank and Trust Company returnable on the 23 d day of January, 1933; and it is thereupon ordered that Tuesday January 24, 1933 at 9 o'clock AM., 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 by one publication in the Danville Gazette, a newspaper of general circulation published in Hendricks County, Indiana, not less than 10 days before said January 24th 1933.

THE STATE OF INDIANA.)
VS) # 7330 Judgt. vs Deft. for $50.00 and Costs.
CHARLES NICKUM.) J. D. 16, Page 71.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and said defendant having heretofore plead guilty to the charge of grand larceny, and the Court being duly advised, now finds that the defendant, Charles Nickum, for the offense by him committed should be fined in the sum of $50.00 and that he should be imprisoned in the Indiana State Farm for a period of four months; and that he should pay and satisfy the fine and costs and stand committed until the same are paid or staid.

The Court further finds that the defendant's true age is nineteen years.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Charles Nickum, for the offense by him committed be and he is fined in the sum of $50.00 and that he be and he is imprisoned in the Indiana State Farm for a period of four months; and that he pay and satisfy the fine and costs, taxed at _____ dollars and _____cents,and stand committed until the same are paid or staid.

STATE OF INDIANA.)
VS) # 13775
JOHN W. GRIMES, REBECCA E.)
GRIMES AND THE DANVILLE STATE)
BANK, DANVILLE, INDIANA.)

On this 11 day of January, 1933, the 9th judicial day of the January term of the said court, the same being the day set for the hearing of this cause, and the plaintiff being represented by the Attorney General, Philip Lutz, Jr., Assistant Attorney General, James D. Sturgis, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on Jan 10, 1933, and it further appearing that said defendants now failing to appear are called and defaulted and the court being duly advised in the premises and having examined the complaint herein, now finds that the plaintiff's complaint is proven and true and that said plaintiff is entitled to condemn and appropriate the strip of land described in the complaint for highway purposes as alleged in said complaint, which strip of land is described as follows:

Two (2) parcels of land lying in Sections six (6) and seven (7), Township fifteen (15) North, Range one (1) west, Hendricks County, Indiana, more particularly described as follow, to-wit:

Beginning at a point twenty-six and seven tenths (26.7) feet South of the Northwest corner of said section seven (7), said point being on the centerline of the proposed highway improvement; thence along said centerline North eighty-eight (88) degrees and forty-seven (47) minutes East a distance of two hundred thirty-six (236) feet to the point of curvature of a four and four tenths (4.4) minute right curve; thence in an Easterly direction along said centerline and on said curve a distance of four hundred twelve (412) feet, all that land lying between the present North right of way line of U. S. Road Number thirty-six (36) and the proposed North right of way line, same being thirty (30) feet distant measured at right angles and being parallel to the above described centerline; thence continuing along said centerline and on said curve a distance of one hundred thirty-eight (138) feet, all that land lying between the present right of way lines of said road and the proposed right of way lines, same being thirty (30) feet distant measured at right angles and being parallel to the above last described centerline; thence continuing along said centerline and on said curve a distance of one hundred (100) feet, all that land lying between the present right of way lines of said road and the proposed right of way lines, same being thirty-five (35) feet distant measured at right angles and being parallel to the above last described centerline; thence continuing along said centerline and on said curve a distance of three hundred fifty (350) feet to the point of tangency thereof; thence continuing along said centerline North eight-nine (89) degrees and thirty-one (3) minutes East a distance of two hundred twenty-five (225) feet, all that land lying between the present right of way lines of said road and the proposed right of way lines, same being thirty (30) feet distant measured at right angles and being parallel to the above last described centerline.

And the court further finds that three disinterested freeholders of said county should be appointed as appraisers to view said real estate and assess the damages, if any, to which defendants may be entitled.

It is therefore ordered, adjudged and decreed that said real estate as above described should be, and is, hereby condemned for uses and purposes as described in the complaint and the court now appoints John G. Shelton, Chas. Robards, and Henry Rodney three disinterested freeholders of Hendricks County, Indiana, to assess the damages, if any, to which said_____, defendants herein, may sustain by reason of the highway improvement as proposed in said complaint, and the court hereby orders and directs said appraisers to meet in a body at the office of the clerk of this court on the 14th day of January, 1933, at 10:00 o'clock, A.M., on said date, and after being duly sworn by said clerk according to law, to proceed in a body to the premises of said defendants and view the strip of land to be condemned and to file their report with the Clerk of said court on or before the 21st day of January, 1933 at 10:00 o'clock, A.M., on said date.

It is further ordered by the court that the clerk shall issue to said appraisers a certified copy of this order, which shall be their warrant and upon

which they shall proceed to assess said damages, if any, and to report to said clerk as aforesaid.

STATE OF INDIANA,)
VS) # 13777
ROBERT L. MAZE .)

On this 11th day of January, 1933, the 9th judicial day of the January term of the said court, the same being the day set for the hearing of this cause,and the plaintiff being represented by the Attorney General, Philip Lutz, Jr., Assistant Attorney General, James D. Sturgis, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on Jan. 10, 1933, and it further appearing that said defendants now failing to appear are called and defaulted and the court being duly advised in the premises and having examined the complaint herein, now finds that the plaintiff's complaint is proven and true and that said plaintiff is entitled to condemn and appropriate the strip of land described in the complaint for highway purposes as alleged in said complaint, which strip of land is described as follows:

A parcel of land lying in Section twelve (12), Township fifteen (15) North, Range two (2) West, Hendricks County, Indiana, more particularly described as follows, to-wit:

From the Northwest corner of said section measure North a distance of one and six tenths (1.6) feet to the centerline of the proposed highway improvement; thence along said centerline South eighty-nine (89) degrees and thirty-six (36) minutes East a distance of eight hundred nineteen (819) feet; thence North eighty-nine (89) degrees and twenty-eight (28) minutes East a distance of five hundred sixteen (516) feet to the point of beginning; thence along said centerline and in said direction a distance of two hundred thirty-four (234) feet, all that land lying between the present South right of way line of U. S. Road No. 36 and the proposed South right of way line, same being thirty (30) feet distant measured at right angles and being parallel to the above described centerline; thence continuing along said centerline and in said direction a distance of one hundred fifty (150) feet, all that land lying between the present South right of way line of said road and the proposed South right of way line, same being thirty-five (35) feet distant measured at right angles and being parallel to the above last described centerline; thence continuing along said centerline and in said direction a distance of nine hundred forty-four (944) feet, all that land lying between the present South right of way line of said road and the proposed South right of way line, same being thirty (30) feet distant measured at right angles and being parallel to the above last described centerline.

And the court further finds that three disinterested freeholders of said county should be appointed as appraisers to view said real estate and assess the damamges, if any, to which defendants may be entitled..

It is therefore ordered, adjudged and decreed that said real estate as above described should be, and is, hereby condemned for uses and purposes as described in the complaint and the court now appoints John G. Shelton Chas. Robards, and Henry Rodney three disinterested freeholders of Hendricks County, Indiana, to assess the damages, if any, to which said _____, defendants herein, may sustain by reason of the highway improvement as proposed in said complaint, and the court hereby orders and directs said appraisers to meet in a body at the office of the clerk of this court on the 14th day of January, 1933, at 10:00 o'clock A. M., on said date, and after being duly sworn by said clerk according to law, to proceed in a body to the premises of said defendants and view the strip of land to be condemned and to file their report with the Clerk of said court on or before the 21st day of January, 1933 at 10:00 o'clock A.M., on said date.

It is further ordered by the court that the clerk shall issued to said appraisers a certified copy of this order, which shall be their warrant and upon which they shall proceed to assess said damages, if any, and to report to said clerk as aforesaid.

STATE OF INDIANA,)
VS) # 13778
SAMUEL S. RICHARDSON,)
MAY B. RICHARDSON AND)
FLETCHER JOINT STOCK LAND)
BANK, INDIANAPOLIS, INDIANA.)

On this 11th day of January, 1933, the 9th judicial day of the January term of the said court, the same being the day set for the hearing of this cause, the defendant Fletcher Joint Stock Land Bank appears by counsel and files answer and the plaintiff being represented by the Attorney General, Philip Lutz, Jr., Assistant Attorney General, James D. Sturgis, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on Jan. 10, 1933, and it further appearing that said other defendants now failing to appear are called and defaulted and the court being duly advised in the premises and having examined the complaint herein, now finds that the plaintiff's complaint is proven and true and that said plaintiff is entitled to condemn and appropriate the strip of land described in the complaint for highway purposes as alleged in said complaint, which strip of land is described as follows:

A parcel of land lying in Sections Five (5) and Eight (8), Township Fifteen (15) North, Range Two (2) West, Hendricks County, Indiana, more particularly described as follows, to-wit:

From the Northwest corner of said Section eight (8), measure South along the West section line a distance of four-tenths (0.4) feet to the center line of the proposed highway improvement; thence along said centerline South eighty-nine (89) degrees and thirty-five (35) minutes East a distance of thirteen hundred nineteen (1319) feet to the point of beginning, said point being on the West property line of Samuel S. and May B. Richardson; thence South along said property line to the present North right of way line of U. S. Road Number Thirty-six (36); thence East along said present North right of way line a distance of seven (7) feet; thence North a distance of ninety-two (92) feet; thence North fifty-nine (59) degrees and twenty-seven (27) minutes East a distance of fifty-eight and three tenths (58.3) feet; thence South eighty-nine (89) degrees and thirty-five (35) minutes East to the intersection with the present North right of way line of said U. S. Road Number Thirty-six (36); thence Easterly along said present North right of way line to a point fifteen hundred seven (1507) feet East of the point of beginning; thence North a distance of ten (10) feet; thence North eighty-nine (89) degrees and thirty-five (35) minutes West a distance of nine hundred twenty-five (925) feet; thence North a distance of five (5) feet; thence North eighty-nine (89) degrees and thirty-five (35) minutes West a distance of five hundred fifty (550) feet; thence North a distance of ten (10) feet; thence North eighty-nine (89) degrees and thirty-five (35) minutes West a distance of thirty-two (32) feet to said West property line; thence South along said West property line to the point of beginning.

And the court further finds that three disinterested freeholders of said county should be appointed as appraisers to view said real estate and assess the damages, if any, to which defendants may be entitled.

It is therefore ordered, adjudged and decreed that said real estate as above described should be,and is, hereby condemned for uses and purposes as described in the complaint and the court now appoints John G. Shelton Chas. Robards, and Henry Rodney three disinterested freeholders of Hendricks County, Indiana, to assess the damages, if any, to which said defendants herein, may sustain by reason of the highway improvement as proposed in said complaint, and the court hereby orders and directs said appraisers to meet in a body at the office of the clerk of this court on the 14th day of January, 1933, at 10:00 o'clock A. M., on said date, and after being duly sworn by said clerk according to law, to proceed in a body to the premises of said defendants and view the strip of land to be condemned and to file their report with the Clerk of said court on or before the 21st day of January, 1933 at 10:00 o'clock,A.M., on said date.

It is further ordered by the court that the clerk shall issue to said appraisers a certified copy of this order, which shall be their warrant and upon

which they shall proceed to assess said damages, if any, and to report to said clerk as aforesaid.

STATE OF INDIANA,)
VS) # 13780
JOHN A. FLYNN)
THE DANVILLE STATE BANK)

On this 11th day of January, 1933, the 9th judicial day of the January term of the said court, the same being the day set for the hearing of this cause, and the plaintiff being represented by the Attorney General, Philip Lutz, Jr., Assistant Attorney General, James D. Sturgis, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on Jan. 10, 1933, and it further appearing that said defendants now failing to appear are called and defaulted and the court being duly advised in the premises and having examined the complaint herein, now finds that the plaintiff's complain is proven and true and that said plaintiff is entitled to condemn and appropriate the strip of land described in the complaint for highway purposes as alleged in said complaint, which strip of land is described as follows:

A parcel of land lying in Section ten (10), Township fifteen (15) North, Range two (2) West, Hendricks County, Indiana, more particularly described as follows, to-wit:

Beginning at the intersection of the West property line of John A. Flynn with the present right of way line of U. S. Road Number thirty-six (36); thence South along said property line a distance of nine (9) feet to the proposed South right of way line; thence along said proposed right of way line South eighty-nine (89) degrees and thirty-three (33) minutes East a distance of twelve hundred sixty-eight (1268) feet; thence in a Southeasterly direction to a point on the West right of way line of a North and South public road, said point being ten (10) feet distant from the projection of the above last described course; thence North along said West rifht of way line to the intersection with said present South right of way line of U. S. Road Number thirty-six (36); thence Westerly along said present South right of way line to the point of beginning.

And the court further finds that three disinterested freeholders of said county should be appointed as appraisers to view said real estate and assess the damages, if any, to which defendants may be entitled.

It is therefore ordered, adjudged and decreed that said real estate as above described should be, and is, hereby condemned for uses and purposes as described in the complaint and the court now appoints John G. Shelton, Chas. Robards, and Henry Rodney three disinterested freeholders of Hendricks County, Indiana, to assess the damages, if any, to which said defendants herein, may sustain by reason of the highway improvement as proposed in said complaint, and the court hereby orders and directs said appraisers to meet in a body at the office of the clerk of this court on the 14th day of January, 1933, at 10:00 o'clock A. M., on said date, and after being duly sworn by said clerk according to law, to proceed in a body to the premises of said defendants and view the strip of land to be condemned and to file their report with the Clerk of said court on or before the 21st day of January, 1933 at 10:00 o'clock,A. M., on said date.

It is further ordered by the court that the clerk shall issue to said appraisers a certified copy of this order, which shall be their warrant and upon which they shall proceed to assess said damages, if any, and to report to said clerk as aforesaid.

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

C. J. Stevenson, Judge.

Thursday Morning, January 12th, 1933.

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

COMMERCIAL ACCEPTANCE CO.)
VS) # 13755
FORREST KIRKHAM.)

Comes now the plaintiff, by counsel, and on it motion, this cause is now dismissed, the costs having heretofore been paid.

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

JOHN G. WEIMER)
VS) # 13766
L. S. AYRES & CO.,)
A CORP.)

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

THE STATE OF INDIANA)
VS) # 7257
H. GATEWOOD (CHRISTIAN)
NAME UNKNOWN.))

Comes now the State of Indiana, by John A. Kendall, 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) # 7258
CHARLES WIGGAM)

Comes now the State of Indiana, by John A. Kendall, 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) # 7323 Judgt. vs Deft., Frank Jones, for Costs.
FRANK JONES,) J. D. 16, Page 71.
HARRY COLVIN.)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Frank Jones, in his own proper person, and asks permission to withdraw his plea of not guilty. And the Court being duly advised permission is now granted, and the defendant, Frank Jones, for his plea says he is guilty of the crime of grand larceny.

Whereupon the Court being duly advised, now finds that the defendant, Frank Jones, for the offense by him committed, should be imprisoned in the State Prison for not less than one year nor more than ten years, and that he should pay and satisfy the costs of this action and stand committed until the same are staid or paid.

The Court further finds that his true age is thirty-six years.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Frank Jones, for the offense by him committed be and he is imprisoned in the State Prison for not less than one year nor more than ten years, and that he pay and satisfy the costs of this action, taxed at _____dollars and _____ cents, and stand committed until the same are staid or paid.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F.)
SYMON, BANK COMMISSIONER)
OF THE STATE OF INDIANA.)
VS) # 13635
HUNTER BANK, BROWNSBURG,)
INDIANA.)

Comes now, Harney F. Semones, Receiver of said Hunter Bank, Brownsburg, Indiana, and files the following verified petition for the public sale of certain personal property therein described, which petition is in the words and figures following, (H.I.), and the court having examined said petition and being advised, finds that the prayer thereof should be granted.

It is Therefore, considered and ordered by the court that the personal property of said Hunter Bank in said petition mentioned and described as follows, to-wit: Nine (9) cows, three (3) sows and one (1) horse be sold by said Receiver at public auction to the highest and best bidder for cash, and said Receiver is required to give One week notice of the time, terms and place of such sale by publication thereof in the Brownsburg Record, a weekly newspaper of general circulation, published in the english language in Brownsburg, Hendricks County, Indiana, and by posting copies of such notice in Five public places in the neighborhood of the place of such sale. And said Receiver is ordered to make due report of his doings under this order.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F. SYMON,)
BANK COMMISSIONER OF THE)
STATE OF INDIANA.)
VS) # 13635
HUNTER BANK, BROWNSBURG,)
INDIANA.)

Comes now, Harney F. Semones, the Receiver of the said Hunter Bank and files the following duly verified report of private sale of certain personal property therein described together with proof of notice of such sale, (H.I.) And the court, having examined the same together with the exhibits therewith filed, and being sufficiently advised in the premises, finds that said Receiver, after giving notice of such sale as required by the order of this court authorizing the same, sold said property at private sale to George A. Nash, and the Brownsburg State Bank, of Brownsburg, Indiana, for the full appraised value thereof, and the said purchasers having paid cash therefor.

And the court in all things approves said report and ratifies said sale and the title to the property so sold is now vested and confirmed in the purchasers.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F. SYMON,)
BANK COMMISSIONER OF THE)
STATE OF INDIANA.)
VS)# 13635
HUNTER BANK, BROWNSBURG,)
INDIANA.)

Comes now, Harney F. Semones, the duly qualified and acting Receiver of the Hunter Bank, Brownsburg, Indiana, and files the following verified petition. (H.I.) and asks that a certain mortgage on real estate situate in Hendricks County, State of Indiana, executed to the Hunter Bank, Brownsburg, Indiana, by Thomas P. Bullock, Bearing date of December 31st, 1931 and due and payable December 31st, 1932 for the sum of Five Hundred Dollars, ($500.00) recorded in Mortgage Record No. 91, page 185 in the Recorders Office of Hendricks County, Indiana, be released.

And the court, having examined said petition and being sufficiently advised finds that the averments thereof are true and that in the interest of said Receivership said mortgagor should be released from any and all liability in connection with the aforesaid mortgage.

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 13th, 1933.

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

BOWERSOCK MILLS & POWER CO.)
VS) # 13253
MARTINSVILLE MILLING CO.)

Come now the parties, by counsel, and the defendant files affidavit for continuance, which affidavit is in the words and figures following, to-wit: (H.I.). And now by agreement this cause is continued.

THE STATE OF INDIANA)
VS) # 7312 Judgt. vs Deft. for Costs, and $2.00 per week.
HARVEY L. ROBINSON) J. D. 16, Page 71.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person and by counsel, and the defendant now in open Court waives right to trial by jury and consents to trial by Court.

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.

Whereupon the Court having heard the evidence in this cause, now finds that the defendant is guilty of failure to provide for his child Marjorie Ellen, age seven years.

And now the Court withholds judgment on said conviction and suspends the same for a period of two years, and that the defendant, Harvey L. Robinson, should pay to the Clerk of this Court for support of said child the sum of $2.00 per week, said just payment to be made on January 21st, 1933, and the sum of $4.00 each two weeks thereafter until further order of the Court.

And the Court further finds that the defendant should pay the costs of this action, and that he be released from custody until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court that judgment be withheld on said conviction and suspends the same for a period of two years, and that the defendant, Harvey L. Robinson, pay to the Clerk of this Court for support of said child the sum of $2.00 per week, said just payment to be made on January 21st, 1933, and the sum of $4.00 each two weeks thereafter until further order of the Court.

It is, further ordered and adjudged by the Court, that the defendant, Harvey L. Robinson, pay the costs of this action, and that he be released from custody until further order of the 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, January 14th, 1933.

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

IMPANELLING OF THE PETIT JURY FOR THE JANUARY TERM, 1933.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Monday, January 14th, 1933 for jury services.

LUTHER A. SIMONS)
VS) # 13101 Judgt. vs Pltf. for costs.
J. C. JORDAN) J. D. 16, Page 72

Comes now the defendant, by counsel, and this cause being set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the plaintiff's costs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed by the Court for want of prosecution, and the plaintiff, Luther A. Simons, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

THE HOLST PUBLISHING CO.)
VS) # 13180 Judgt. vs Pltf. for costs.
GEORGE W. GRUBB.) J. D. 16, Page 72.

Comes now the defendant, by counsel, and this cause being set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the plaintiff's costs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed by the Court for want of prosecution, and the plaintiff, The Holst Publishing Company, is ordered to pay the costs of this action, taxed at _____ ___dollars and _____ _____cents.

EMMA FERRIER)
VS) # 13190 Judgt. vs Pltf. for costs.
SAMUEL RHOADES) J. D. 16, Page 73 .

Comes now the defendant, by counsel, and this cause being set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the plaintiff's costs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed by the Court for want of prosecution, and the plaintiff, Emma Ferrier, is ordered to pay the costs of this action, taxed at _____ dollars and _____ _____cents.

ARTHUR W. RUSIE)
VS) # 13194 Judgt. vs Pltf. for Costs.
E. E. YORK, TRUSTEE) J. D. 16, Page 73.

Comes now the defendant, by counsel, and this cause being set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the plaintiff's costs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed by the Court for want of prosecution, and the plaintiff, Arthur W. Rusie, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

JOHN S. BALDOCK)
VS) # 13219 Judgt. vs Pltf. for Costs.
JOHN J. PALMER, ET AL.) J. D. 16, Page 73.

Comes now the defendant, by counsel, and this cause being set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the plaintiff's costs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed by the Court for want of prosecution, and the plaintiff, John S. Baldock, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, ET AL.)

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

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

ETHYEL M. BROWN)
VS) # 13716
RANSFORD W. BROWN)

Comes now the plaintiff, by counsel, and the Court orders new notice to the defendant, Ransford W. Brown by non-resident notice, making the same returnable on the 13th day of March, 1933.

JOHN G. WEIMER)
VS) # 13766
L. S. AYRES & COMPANY)
A CORPORATION.)

Come now again the parties, by counsel, and the Court having heretofore examined the defendant's motion to strike out the plaintiff's complaint, and being duly advised, now overrules the same, to which ruling of the Court the defendant duly objects and excepts.

ERNEST R. JONES)
VS) # 13655
GEORGE F. FORREY, JR.,)
RECEIVER ETC., ET AL.)

Come now the parties in the above entitled cause on this 14th day of of January, 1933, pursuant to notice given that on this date names would be drawn for a struck jury, and also now come the Jury Commissioners of Hendricks County, Indiana, for the year 1933, and all parties being present before the Clerk of the Hendricks Circuit Court, the said Clerk proceeded, in the presence of the said Jury Commissioners and the parties, to and did draw forty names from the Jury Box and made a list thereof. And said parties by counsel proceeded to and did strike off from said list twelve names each, beginning with the parties asking for such struck jury, and then in rotation until each side had so struck off twelve names each, thus leaving sixteen person remaining on said list in the order drawn, as follows:

1.	Verne Wolfe,-------Middle	Twp.	9.	Elmer W. Foltz,-----Liberty	Twp.
2.	Guy Beck,----------Marion	Twp.	10.	E. R. Newby,--------Clay	Twp.
3.	Ray Grimes,--------Guilford	Twp.	11.	Urban Lawson,-------Marion	Twp.
4.	James E. Reitzel,--Liberty	Twp.	12.	Roy B. Steelman,----Middle	Twp.
5.	Elvin Busby,-------Liberty	Twp.	13.	Claud Ellrod,-------Franklin	Twp.
6.	Ira E. Fisher,-----Liberty	Twp.	14.	J. W. Elder,--------Eel River	Twp.
7.	Otto Whicker,------Clay	Twp.	15.	Everett B. Young,---Union	Twp.
8.	Chester Parsons,---Washington	Twp.	16.	Oscar Lockhart,-----Eel River	Twp.

THE STATE OF INDIANA)
VS) # 7332 Judgt. vs Deft. for $5.00 Fine and Costs.
ARTHUR ARBY) J. D. 16, Page 73.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant in his own proper person, who being duly arraigned in open Court for his plea says he is guilty of the crime of trespass.

Whereupon the Court being duly advised, now finds that the defendant, Arthur Arby, for the offense by him committed be fined in the sum of $5.00, and that he should pay the costs of this action, taxed at _____

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Arthur Arby, for the offense by him committed be and he is fined in the sum of $5.00, and that he pay the costs of this action, taxed at _____ dollars and _____cents.

THE STATE OF INDIANA)
VS) # 7337 Judgt. vs Deft. for $10.00 and Costs.
GARNIE LOVELL) J. D. 16, Page 74.

Comes now the State of Indiana, by John A. Kendall, 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 offense of petit larceny.

Whereupon, the Court being duly advised, finds that the defendant for the offense by him committed be fined in the sum of $10.00 and that he be imprisoned in the Indiana Penal Farm for a period of sixty days and that he should pay the costs of this action and that he stand committed until the same are paid or staid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Garnie Lovell, for the offense by him committed, be and he is fined in the sum of Ten Dollars, that he be and he is imprisoned in the Indiana Penal Farm for a period of sixty days, and that he pay the costs of this action, taxed at _____ dollars and _____cents, and that he stand committed until the same are paid or staid.

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

Monday Morning, January 16th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

L. WALLACE OSBORNE)
VS) # 13737
HARVEY F. DAVIDSON, ET AL.)

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

EDWARD R. SMOCK, EXECUTOR)
OF THE WILL OF L. D. BOYD)
VS) # 13753
WILLIAM T. BOYD)
CECIL P. BOYD AND)
BURNICE BOYD)

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

STATE OF INDIANA)
VS) # 13775
JOHN W. GRIMES, ET AL.)

Come now the appraisers, heretofore appointed, and file their report of appraisement, which report is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 13777
ROBERT L. MAZE)

Come now the appraisers, heretofore appointed, and file their report of appraisement, which report is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 13778
SAMUEL S. RICHARDSON, ET AL)

Come now the appraisers, heretofore appointed, and file their report of appraisement, which report is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 13780
JOHN A. FLYNN, ET AL.)

Come now the appraisers, heretofore appointed, and file their report of appraisement, which report is in the words and figures following, to-wit: (H.I.).

LEE NEWBY)
VS) # 13808 Judgt. vs Pltf. for Costs.
FRED FISHER) J. D. 16, Page 74.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Lee Newby, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FRED GIBBS AND)
ERA GIBBS.)
VS) # 13642
EVERETT CROWE)

Come now the plaintiffs, by counsel, and upon their motion this cause is now dismissed, the costs having heretofore been paid by said plaintiffs.

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

STATE OF INDIANA ON THE)
RELATION OF LUTHER F.)
SYMONS, BANK COMMISSIONER)
OF THE STATE OF INDIANA.)
VS) # 13802
PITTSBORO STATE BANK,)
PITTSBORO.)

Comes now the relator in the above entitled cause, by Philip Lutz Jr., Attorney General and Fred A. Wieking Assistant Attorney General, and comes now the defendant PITTSBORO STATE BANK by Charles E. Edwards attorney and said defendant files answer in general denial, and this cause now being at issue is submitted to the court for hearing, and the court having examined the complaint and the proofs of publication of notices to stockholders and depositors of the PITTSBORO STATE BANK, which proofs of publication are as follows: (H.I.), and having heard the evidence thereon and being duly and sufficiently advised in the premises, now finds that the allegations of said complaint are true and that said PITTSBORO STATE BANK is in a failing and insolvent condition, and that a receiver should and ought to be appointed as prayed for in relator's application, to take possess of all the property, premises, and assets of defendant.

It is, therefore now ordered adjudged, and decreed, by the court that the State Bank of Lizton, Ind. be and he hereby is appointed receiver of said defendant to take into his custody, possession, and control as such receiver all of the property, real, personal and mixed, and all choses in actions and assets of the said defendant PITTSBORO STATE BANK, and to hold, manage, and conserve the same under the orders of this court, and as this court may from time to time in and by such orders direct, and to do all other acts necessary for the carrying out of the purpose of said receivership.

And it is further ordered, adjudged, and decreed that before State Bank of Lizton, Ind. shall in any manner enter upon the discharge or performance of any of the duties pertaining to the appointment of such receiver herein, he shall take

and subscribe an oath to be endorsed on this decree at the end thereof, all as provided by law; and that he shall file with the clerk of this court an undertaking in the sum of fifteen thousand dollars payable to the clerk of the court to the effect and conditioned that he will faithfully discharge the duties of such receiver and obey the orders of the court or the judges thereof, and with surety to be approved by this court, and any premium or premiums for or on account of any such undertaking approved by this court shall be paid by said receiver as a part of the expense of the administration of his said trust, and all fees and charges of the Department of Banking of the State of Indiana shall be paid by said receiver as a part of said expense upon taking control of the assets of said defendant.

Comes now Luther F. Symons, Bank Commissioner of the State of Indiana, by Thomas D. Barr, and files petition for allowance of preliminary fees and expenses for making an investigation into the affairs of the Pittsboro State Bank, Pittsboro, Indiana, and for making a complete and detailed report of the assets, liabilities and affairs of said institution, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises now approves the same and directs the receiver to pay the amount of $203.83 as petitioned for.

JEANNETTE MOORE TODD)
VS) # 13577
ANGELINE NEAL, ET AL)

Come now the parties, by counsel, and the defendants Springer and Springer, having heretofore filed demurrer, and the Court having examined said demurrer and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendants duly except.

Said defendants, Springer and Springer, now file answer to second paragraph of amended complaint in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

And the Court now orders all depositions on file to be published.

Otis E. Gulley, attorney for Angeline Neal, now withdraws his appearance for the said defendant, and the defendant, Angeline Neal is three times called in open Court but come not and therein wholly makes default.

And now Snethen & Summers withdraws their appearance for the defendant Robert Smith.

The plaintiff, Jeannette Moore Todd, now files reply to second paragraph of answer of defendants, Springer and Springer, which reply is in the words and figures following, to-wit: (H.I.).

And this cause being at issue and time of trial having arrived, the Sheriff of this County is ordered to bring into open Court the following jurors of jury services, to-wit: Harry Robbins, Orian Merritt, Harold Mason, Charles Hyer, Harley McIntyre, Eber Phillips, Atlas Stewart, Edward Bowmer, Rudolph Kiefer, Charles Haworth, William Opple and Wilbur Lowder, 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 the law and the evidence adduced.

And the Court having heard a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Tuesday, January 17th, 1933.

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 17th, 1933.

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

STATE OF INDIANA ON THE RELATION)
OF LUTHER F. SYMONS, BANK COMMIS-)
SIONER OF THE STATE OF INDIANA.)
VS) # 13802
PITTSBORO STATE BANK, PITTSBORO.)

Comes now the said Lizton State Bank, by George Huber, Cashier, herein, and accepts the appointment as such receiver and tenders his bond in the sum of Fifteen Thousand Dollars with the American Surety Company of New York as surety thereon and said bond is now examined, approved and accepted by the court and is in the words and figures following (H.I.) and the said Lizton State Bank, by George Huber, Cashier, now takes an oath faithfully to perform his duties as such receiver.

O A T H .

I, George Huber Cashier State Bank of Lizton do solemnly swear that I will faithfully perform all of my duties as receiver of the PITTSBORO STATE BANK, and that I will faithfully account for any and all property and moneys that may come into my custody and possession as such receiver, so help me God.

State Bank of Lizton
By George Huber, Cashier.

Subscribed and sworn to before me this 17th day of January - 1933.

(SEAL)
Frank Tucker
Clerk Hendricks Circuit Court.

THE STATE OF INDIANA)
VS) # 7333
LEO NORMAN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Leo Norman, in his own proper person, and said defendant is now released by the Court on his own recognizance until further order of the Court.

JEANNETTE MOORE TODD)
VS) # 13577
ANGELINE NEAL, ET AL)

Come now the parties, by counsel, and the jury is again brought into open Court and the taking of evidence is continued and concluded. And at the close of all the evidence, the plaintiff now dismisses its cause of action as to the defendant, George Stewart, and said plaintiff also dismisses the first paragraph of complaint.

And now before the argument of counsel, the plaintiff tenders written instructions numbered from one to eleven inclusive, and the defendant tenders written instructions numbered from one to ten inclusive, and asks the Court to indicate before the argument, what instructions will be given and what instructions will be refused. And the Court now indicates that it will give of the instructions tendered by the plaintiff,

numbers 1, 2, 3, 4, 6, 7, 9 and 11, and the Court refuses to give of the instructions tendered by the plaintiff, numbers 5, 8 and 10, to the refusal of each one of which the plaintiff excepts. The Court also indicates that it will give of the instructions tendered by the defendants, numbers 1, 2, 3, 5, 6, 8 and 9, and the Court refuses to give of the instructions tendered by the defendants, numbers 4, 7 and 10, to the refusal of each one of which the defendants each separately and severally objects and excepts.

Arguments are heard and concluded, and the jury is permitted to separate under proper instructions touching their conduct during such separation until 8:30 o'clock A. M. Wednesday, January 18th, 1933.

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 18th, 1933.

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

JEANNETTE MOORE TODD)
VS) # 13577
ANGELINE NEAL, ET AL.)

Come now the parties, by counsel, and the jury is again brought into open Court, and the Court now instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers 1, 2, 3, 4, 6, 7, 9 and 11, to the giving of each one of which the defendant each separately and severally objects and excepts. And the Court gives of the instructions tendered by the defendants numbers 1, 2, 3, 5, 6, 8 and 9, to the giving of each one of which the plaintiff objects and excepts. And the Court gives of its own motion instructions numbered from one to _____inclusive, to the giving of each one of which the plaintiff and each defendant each for himself separately and severally 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 the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

And now the jury retires to its room in charge of a sworn officer to deliberate.

And afterwards the jury is again brought into open Court and returns a verdict for the plaintiff in the sum of $1.00, which verdict is in the words and figures following, to-wit: (H.I.).

JEANNETTE MOORE TODD)
VS) CAUSE NUMBER 13577
ANGELINA NEAL)
JOHN SPRINGER)
WILLIAM M. SPRINGER)

We, the jury, find for the plaintiff and against the defendants and assess her damages in the sum of $1.00.

Chas. E. Hyer
Foreman

A. A. HARKLASS, ETC.)
VS) # 13799
ADAM S. HORLACHER)

Comes now the defendant, by counsel, and files cross-complaint and interrogatories, which cross-complaint and interrogatories are in the words and figures following, to-wit: (H.I.).

And the Court having examined said cross-complaint and interrogatories, now rules the plaintiff to answer the same on or before the 25th day of January, 1933.

THE DOERMAN-ROEHRER CO.)
VS) # 13772 Judgt. vs Deft. for $6643.73 and Costs.
CHARLES H. HOFFMEIER.) J. D. 16, Page 7

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 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 plaintiff and that there is due the plaintiff from the defendant, Charles H. Hoffmeier, on the note sued upon in principal and interest the sum of $6643.73, and that the plaintiff is entitled to a judgment against the said defendant for said sum, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Charles H. Hoffmeier, the sum of $6643.73, together with the costs of this action, taxed at _____ dollars and _____cents.

JOHN G. WEIMER)
VS) # 13766
L. S. AYRES & CO.)
A CORP.)

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: Harry Robbins, Orian Merritt, Harold Mason, Harley McIntyre, Charles E. Hyer, Atlas Stewart, Eber Phillips, Rudolph Kiefer, Edward Baumer, Charles Haworth, C. J. Ritz and Wilbur Lowder, 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 the law and the evidence adduced.

And the Court having heard a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Thursday, January 19th, 1933.

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 19th, 1933.

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

J. WALTER SHANK)
VS) # 13594
THE PEOPLES STATE)
BANK, A CORP.)

Comes now the plaintiff, by counsel, and files motion to strike out fourth paragraph of answer, which motion is in the words and figures following, to-wit: (H.I.).

GEORGE B. MONTGOMERY)
VS) # 13800 Judgt. vs Deft. for $77.87 and Costs.
SAMUEL J. UNDERWOOD) J. D. 16, Page 74.

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.

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 plaintiff and that there is due said plaintiff on the note sued upon in principal and interest the sum of $70.87, and the further sum of $7.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Samuel J. Underwood, for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Samuel J. Underwood, the sum of $77.87, together with the costs of this action, taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.

JOHN G. WEIMER)
VS) # 13766
L. S. AYRES & CO.)
A CORP.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded.

At the close of all the evidence, the plaintiff tenders instructions number one and two, and the defendants tenders instructions number from one to eight inclusive, together with interrogatories number from one to ten inclusive, and asks the Court to indicate before argument, what instructions will be given and what instructions will be refused. And the Court now indicates that it will give of instructions tendered

by the plaintiff numbers one and two, and the Court indicates that it will give of instructions tendered by the defendant numbers 2, 4, 6 and 7, and the Court refuses to give of the instructions tendered by the defendant, numbers 1, 3, 5 and 8, to the refusal of each one of which the defendant duly excepts.

Arguments are heard and concluded, and at the close of arguments, the Court instructs the jury in writing giving of its own motion instructions numbered from one to nine inclusive to the giving of each one of which the plaintiff and defendant each for himself separately and severally excepts. And the Court gives of the instructions tendered by the plaintiff numbers one and two to the giving of each one of which the defendant duly excepts. And the Court gives of the instructions tendered by the defendant instructions 2, 4, 6 and 7, to the giving of each one of which the plaintiff duly excepts. And now the defendant submitts interrogatories numbered one to ten, inclusive, to be answered by the jury.

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 the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

And now the jury retires to its room in charge of a sworn officer to deliberate.

The jury is again conducted into Court and requests to be re-instructed. And the Court again instructs the jury giving instructions heretofore given to which instructions each party duly excepts as before indicated, and the jury retires for further deliberation.

And the jury is again brought into open Court and returns a verdict for the defendant, which verdict is in the words and figures following, to-wit:

State of Indiana
Hendricks County
In the Hendricks Circuit Court
January Term, 1933.

John G. Weimer
vs
L. S. Ayers & Co. a corp.

Verdict

We, the jury, find for the defendant.

Chas E. Hyer
Foreman

And the jury also returns interrogatories with answers thereto, which interrogatories and answers are in the words and figures following, to-wit:

STATE OF INDIANA)
) ss:
COUNTY OF HENDRICKS)

IN THE HENDRICKS CIRCUIT COURT

JOHN G. WEIMER)
)
v.) NO.
)
L. S. AYRES & COMPANY)

INTERROGATORIES.

Q. 1. How wide was 38th Street at the point where this collision took place?
A. 40 ft

Q. 2. How wide was Guilford Avenue at the intersection where this collision took place?
A. 24 ft

Q. 3. Where with reference to the center line of 38th Street did the collision happen?
A. Center of north half of 38th

Q. 4. Did the plaintiff stop at approximately the South line of 38th Street before undertaking to cross that street?
A. Yes

Q. 5. Did the plaintiff at any time see the approaching truck of the defendant?
A. No.

Q. 6. Where was the plaintiff when he so observed defendant's truck?
A. No evidence

Q. 7. Where was defendant's truck when the plaintiff first observed it?
A. No evidence

Q. 8. How fast was the defendant's truck running at that time?
A. No evidence

Q. 9. At what speed was plaintiff's car traveling as it crossed the South curb line of 38th Street?
A. 3 to 5 miles

Q. 10. What variation in such speed of plaintiff's car took place from that point to the point of collision?
A. 5 to 7 miles

Chas E. Hyer, Foreman

JAMES A. PIERSON)
VS) # 13765
GEORGE C. FORREY, JR.)
REC., ETC., ET AL.)

Comes now Clyde P. Miller, herein, and enters his appearance for the plaintiff.

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 20th, 1933.

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

PERRY TOWNSHIP OF MARION)
COUNTY, INDIANA.)
VS) # 13575
PUBLIC SERVICE COMPANY)
OF INDIANA.)

Come now the parties, by counsel, and arguments are heard on demurrer. And after the hearing of arguments, ruling is taken under advisement.

COATESVILLE STATE BANK) ENTRY
VS) # 13288 Judgt. vs Defts. for $1516.17 and Costs.
CLAY WILSON, HAZEL WILSON) J. D. 16, Page 75.
and WILLIAM S. HARRIS)

Come now again the parties in the above entitled cause by counsel and this case being called for trial it is now hereby agreed, in open court by said counsel, that plaintiff is entitled to have and recover of the defendants, jointly and severally, the sum of $1216.17 as principal and interest on the note sued upon and the further sum of $300.00 as attorney fees for plaintiff's attorney all to be recovered from the said defendants without any relief whatever from valuation or appraisement laws.

It is, therefore, ordered, adjudged and decreed that plaintiff have and recover from said defendants, jointly and severally, the sum of $1516.17 all without relief from valuation or appraisement laws and that plaintiff further recover its costs against said defendants taxed in the sum of $11.40.

All of which is finally 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, January 21st, 1933.

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

VIRGIL R. ARNOLD)
VS) # 13698
STANDARD OIL CO.)
OF INDIANA.)

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

ARTHUR ROBERT BLAIR,)
BY ARTHUR G. BLAIR,)
HIS NEXT FRIEND.)
VS) # 13704 Judgt. vs Defts. for $659.24 and Costs.
CLAY WILSON, ET AL.) J. D. 16, Page 75.

Comes now the plaintiff, by Charles V. Sears, his attorney, and comes also the defendants, by A. J. Kahl, their attorneys, and by agreementof the parties, the Court finds that the allegations of plaintiff's complaint are true, and that plaintiff is entitled to recover of and from the defendants, Clay Wilson, Hazel Wilson and William S. Harris, on the note sued upon herein the sum of $609.24 of principal and interest, and the further sum of $50.00 as and for the services of plaintiff's attorney, a total sum of $659.24, without relief from valuation or appraisement laws.

It is therefore, considered, adjudged and decreed by the court that the plaintiff have and recover of and from the said defendants the said sum of $659.24; without relief from valuation or appraisement laws, together with his costs of suit.

THE STATE OF INDIANA)
VS) # 7339
HARLIN HURST)

Comes now the State of Indiana, by John A. Kendall, 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 not guilty.

And the Court now releases said defendant, Harlin Hurst, on his own recognizance until further order.

ALBERT STRONG MILES) FINDING, JUDGMENT AND DECREE
VS) # 13793 Judgt. vs Defts. and Pltf for Costs.
NETTIE MILES REEDER, et al.,) Each paying one-half.
J. D. 16, Page 75.

Comes now Bernard B. Foley, guardian ad litem for John Miles Reeder, Harry Thomas, Jr., John Harry Miles, Jr., Virginia Miles and Albert Miles Turley, minor defendants in the above entitled cause, and submits his written resignation as such guardian in the following words and figures:

(Here insert)

And the court now hereby accepts said resignation and appoints Charles E. Edwards guardian ad litem for said minor children, except John Miles Reeder, now an adult and for Roberta Jean Miles and Pauline Gramling Miles,

minor defendant, and said Charles E. Edwards having filed herein his consent to act as such guardian in the following words and figures, to-wit: (Here Insert) files also his motion for leave to withdraw the separate and several demurrers to plaintiff's amended complaint heretofore filed by the former guardian ad litem, which motion is in the following words and figures, to-wit: (Here insert)

And said motion is now granted by the court and said papers are withdrawn.

Comes now said Charles E. Edwards as said guardian, and files herein his answer in general denial to plaintiff's amended complaint on behalf of each and all of said minor defendants, in the following words and figures, to-wit:

(Here insert)

And comes also Nettie Miles Reeder, John Miles Reeder, Emma Thomas, John Albert Thomas, John Harry Miles, [illegible], Edith Viola Turley and Mabel F. Little, and each separately and severally withdraws their separate and several demurrers heretofore filed to the plaintiff's amended complaint in the above entitled cause; and comes now Nettie Miles Reeder, John Miles Reeder, Emma Thomas, John Albert Thomas, John Harry Miles, [illegible] and Edith Viola Turley, defendants in the above entitled cause and file general denials to the plaintiff's amended complaint, which answer in general denial is in the words and figures as follows, to-wit: (Here insert)

And comes now the defendant Bernice Miles and files answer in general denial, which answer in general denial is in the words and figures as follows, to-wit: (Here insert)

And comes now defendant Mabel F. Little who, since this action was first instituted, has been married to one Davidson and having heretofore filed her appearanceand consent to the jurisdiction of this court but having filed no answer, is now three times loudly called in open court and comes not but herein wholly makes default.

And this cause being at issue upon plaintiff's amended complaint and said answer in general denial is now submitted to the court for finding, decision, judgment and decree, without the intervention of a jury.

And evidence is heard and the court being fully advised in the premises does now find that all infant or minor defendants in the above entitled cause were each duly served with process more than ten days prior to the return day fixed in the respective summonses and more than ten days prior hereto, and further finds that all other defendants have been duly served with process or have duly appeared herein.

And the court finds that Roberta Jean Miles, minor defendant herein, is the only child born to the plaintiff Albert Strong Miles; that Bernice Miles is the wife of the plaintiff; that the defendants named constitute, together with the plaintiff, all of the lineal descendants of John A. Miles.

The court further finds that the plaintiff, Albert Strong Miles now is and has been since the 5th day of September, 1921, the owner in fee simple absolute of the real estate hereinafter more particularly described, that no one of the defendants, either severally or jointly with any other defendant, has any right, title, claim or interest, present, contingent or which might at any time in the future ripen into any right, title or interest in and to the real estate hereinafter more particularly described.

And the court further finds that the plaintiff is entitled to an injunction against each and all of the defendants, prohibiting and enjoining them from at any time asserting any right, title, claim or interest in or to the hereinafter described

real estate under or by virtue of a deed to the plaintiff from John A. Miles, dated September 5, 1921, set out in plaintiff's amended complaint.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, Albert Strong Miles, is the owner in fee simple absolute of the real estate described in the complaint located in Hendricks County, State of Indiana, and described as follows, to-wit:

All that part of the north-east quarter of section thirty-two (32), township fifteen (15) north of range one (1) east that lies south of the right of way of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.

Also the south-east quarter of said section thirty-two (32), township and range aforesaid, excepting a tract out of the north-west corner thereof 12 rods wide east and west and 80 rods long north and south; also excepting a tract out of the south-east corner thereof described as follows: Commencing at the South-east corner of Section 32 in Township 15 North of Range 1 East and running North with the Section line 11 chains and 6 links; thence south 76 degrees West 2 chains and 4 links; thence south 10 degrees East 10 chains and 3 links to the place of beginning, estimated to contain 1 acre more or less, excepting also the Irons Cemetery grounds; and from the two tracts above described excepting the right of way of the Terre Haute, Indianapolis,& Eastern Traction Col

Also the north-east quarter of Section five (5) Township fourteen (14) North of Range one (1) East, excepting a strip 35 rods and 3 1/2 links in width off of the south side thereof,

and that the claims of each of the defendants severally or jointly with any other defendant or defendants is without right and unfounded and that no one of the defendants except the defendant Bernice Miles, has any right, title, interest or claim, present, contingent or future, in or to said described real estate, and the defendants, and each of them, except the defendant Bernice Miles, is now ordered, prohibited and enjoined from ever asserting or claiming in any manner whatsoever any right, title, interest or claim in or to said described real estate, or any part thereof under or pursuant to the provisions of the deed from John A. Miles to the plaintiff Albert Strong Miles, dated September 5, 1921.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Charles E. Edwards guardian ad litem herein be paid the sum of ten dollars ($10.00) for his services as such guardian ad litem, to be taxed as costs herein.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED that the costs accrued herein and taxed at $_____ be paid, one-half by the plaintiff and one-half by the defendants Nettie Miles Reeder, John Miles Reeder, Emma Thomas, John Albert Thomas, John Harry Miles, ~~Rxxxxxx&xxxxxxxxxxxxx~~ and Edith Viola Turley, all of which is ordered, adjudged and decreed.

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 23rd, 1933.

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

COMMERCIAL ACCEPTANCE CO.)
VS) # 13681
JOSEPH K. BROWN, ET AL.)

Come now the parties, in 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 all the evidence in this cause, the same is now taken under advisement.

STATE OF INDIANA)
VS) # 7342
SPENCER BUCKMAN)

Comes now the State of Indiana, by John A. Kendall, 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 offense charged, and that his true age is twenty-two years.

And the Court now takes this cause under advisement, and the defendant, Spencer Buckman is committed to Jail pending judgment.

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 24th, 1933.

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

HURST LIVENGOOD)
VS) # 13015 Judgt. vs Pltf. for Costs.
AMERICAN AUTOMOBILE) J. D. 16, Page 75.
INDEMNITY COMPANY.)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Hurst Livengood, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CYRUS O'HAIR)
VS) # 13768
SECURITY TRUST)
COMPANY, ET AL)

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: Harry J. Robbins, Orian Merritt, Harold Mason, Charles Hyer, Harley McIntyre, Atlas Stewart, Eber Phillips, Rudolph Kiefer, Edward Baumer, Walter Flynn, C. J. Ritz and Wilbur Lowder, 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 the law and the evidence adduced.

And the Court having heard a part of the evidence in this case, the jury is permitted to separate under proper instruction until 9:00 o'clock A. M. Wednesday, January 25th, 1933.

MARIE RUSSELL, A MINOR)
BY HER NEXT FRIEND,)
LESLIE RUSSELL.)
VS) # 13805
CIRCLE CAB COMPANY, ET AL.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before February 1st, 1933.

STATE OF INDIANA ON THE RELATION OF)
LUTHER F. SYMONS, BANK COMMISSIONER)
OF THE STATE OF INDIANA.)
VS) # 13810 E N T R Y.
CLAYTON BANK AND TRUST COMPANY.)

Comes now the relator in the above entitled cause, by Phillip Lutz, Attorney General and Fred A. Winking Assistant Attorney General, and files proof of service of summons and the return thereon to CLAYTON BANK AND TRUST COMPANY, said

defendant is now three times audibly called, but comes not and herein wholly makes default, and this cause now being at issue is submitted to the court for hearing, and the court having examined the complaint and the proofs of publication of notices to stockholders and depositors of the CLAYTON BANK AND TRUST COMPANY, which proofs of publication are as follows: (H.I.), and having heard the evidence the Court does now take this cause under advisement. ~~xxx finds that the allegations of said complaint are true and that said CLAYTON BANK AND TRUST COMPANY is in a failing and insolvent condition, and that a receiver should and ought to be appointed as prayed for in relators application to take possession of all the property, premises, and assets of defendant, and the Court does now take this cause under advisement.~~

THE STATE OF INDIANA)
VS) # 7254
LESTER GOFF.)

Comes now the State of Indiana, by John A. Kendall, 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) # 7255
HARRY DUFFY)

Comes now the State of Indiana, by John A. Kendall, 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) # 7287
LOLETA BELMORE,)
JOHN VINSON,)
PAUL WINESBURG.)

Comes now the defendant, Loleta Belmore, by counsel, and files petition for writ of coram nobis, which petition is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7334
REX WHITTEN)
MAY WHITTEN)

Comes now the State of Indiana, by John A. Kendall, 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) # 7338
CHESTER STORM)

Comes now the State of Indiana, by John A. Kendall, 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) # 7339
HARLIN HURST)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and files amended affidavit, which amended affidavit is in the words and figures following, to-wit: (H.I.).

THE STATE OF INDIANA)
VS) # 7342 Judgt. vs Deft. for $25.00 Fine and Costs.
SPENCER BUCKMAN) J. D. 16, Page 76.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in his own proper person, and said defendant having heretofore plead guilty and the Court now being duly advised, finds that the defendant, for the offense by him committed, be fined in the sum of $25.00, and that he be imprisoned in the Indiana State Farm for a period of sixty days, and that he should pay the costs of this action and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Spencer Buckman, for the offense by him committed, be and he is fined in the sum of $25.00, and that he be and he is imprisoned in the Indiana State Farm for a period of Sixty days, and that he pay the costs of this action, taxed at _____ dollars and _____ cents, and stand committed until the same are staid or paid.

EUGENE C. SHREVES)
VS) # 13774
WILLIAM R. NEUKON,)
GDN. ETC., ET AL.)

Comes now the plaintiff, by counsel, and files motion to dismiss this cause of action as to the defendant, L. W. Wray, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, now dismisses this cause of action as to the defendant, L. W. Wray.

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 25th, 1933.

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

CYRUS O'HAIR)
VS) # 13768
SECURITY TRUST)
COMPANY, ET AL)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M., January 26th, 1933.

IVA L. HUFFMAN)
VS) # 13724 Judgt. vs Deft. for $2.50 Per Week and Costs.
CHARLES R. HUFFMAN.) J. D. 16, Page 76.

Comes now the plaintiff, Iva L. Huffman, in her own proper person and by and through Hume & Gaston, her attorneys, and it appearing to the satisfaction of the court that the defendant, Charles R. Huffman, has been duly served with summons for more than ten days before the return day fixed by endorsement on the complaint herein, and more than ten days before the date of hearing herein, as the same is shown by the writ of summons issued herein and the return made on said writ by the sheriff of Hendricks County, Indiana, which writ of summons and the return thereon are in the following words and figures, to-wit: (H.I.).

And it further appearing to the satisfaction of the court that more than sixty days have elapsed since the said sheriff served said writ of summons upon the defendant, it does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

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, upon the issues joined by the complaint and the default of the defendant, 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 adduced by the plaintiff in support of the allegations in her complaint contained, and having been duly advised and informed in the premises, doth 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 herein.

The court further finds that the plaintiff is entitled to the custody of the minor child, Herbert Huffman, and that the defendant should pay a reasonable sum for his support.

It is therefore, ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff, Iva L. Huffman, and the defendant, Charles R. Huffman, be and they are hereby dissolved and set aside and held to be no longer existing between said persons, and the plaintiff is hereby granted an absolute divorce from the defendant.

It is further adjudged by the court that the plaintiff be given the custody of the minor child, Herbert Huffman, until the further order of the court.

It is also ordered by the court that the defendant pay the sum of $2.50 per week for the support of said minor child and that he shall pay the sum of $2.50, as such support, on the 1st day of February, 1933, and the sum of $5.00 each and every two weeks thereafter until the further order of the court.

It is further ordered that the defendant pay the costs of 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 Morning, January 26th, 1933.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13684 E N T R Y
JAMES M. HOGAN)

Come now again the parties by counsel and the court having heretofore heard the evidence on the question of receivership and having had the same under advisement and being duly advised in the premises now finds for the plaintiff and that a receiver should be appointed in said cause during the year of redemption for said real estate in said cause.

It is, therefore, ordered, decreed and adjudged that Claude Gladden be, and he is, hereby appointed receiver for the real estate of James M. Hogan described in plaintiff's complaint to foreclose a mortgage for and during the period of redemption; and it is further ordered, adjudged and decreed that the said Claude Gladden qualify as said receiver by taking his oath of office and submitting his bond in the penal sum of $500.00 to the approval of this court.

All of which is ordered, adjudged and decreed.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F.)
SYMONS, BANK COMMISSIONER)
OF THE STATE OF INDIANA,)
vs.) # 13810 E N T R Y.
CLAYTON BANK AND TRUST COMPANY)

Comes now again the plaintiff, by counsel, and the Court being now duly and sufficiently advised in the premises, now finds that the allegations of said complaint are true and that said CLAYTON BANK AND TRUST COMPANY is in a failing and insolvent condition, and that a receiver should and ought to be appointed as prayed for in relator's application, to take possession of all the property, premises, and assets of defendant.

It is, therefore now ordered adjudged, and decreed, by the court that Clement E. Kelley be and he hereby is appointed receiver of said defendant to take into his custody, possession, and control as such receiver all of the property, real, personal and mixed, and all choses in actions and assets of the said defendant CLAYTON BANK AND TRUST COMPANY, and to hold, manage, and conserve the same under the orders of this court, and as this court may from time to time in and by such orders direct, and to do all other acts necessary for the carrying out of the purpose of said receivership.

And it is further ordered, adjudged, and decreed that before Clement E. Kelley shall in any manner enter upon the discharge or performance of any of the duties pertaining to the appointment of such receiver herein, he shall take and subscribe an oath to be endorsed on this decree at the end thereof, all as provided by law; and that he shall file with the clerk of this court an undertaking in the sum of Twenty five thousand dollars payable to the clerk of this court to the effect and conditioned

that he will faithfully discharge the duties of such receiver and obey the orders of the court or the judge thereof, and with surety to be approved by this court, and any premium or premiums for or on account of any such undertaking approved by this court shall be paid by said receiver as a part of the expense of the administration of this said trust, and all fees and charges of the Department of Banking of the State of Indiana shall be paid by said receiver as a part of said expense upon taking control of the assets of said defendant.

And now comes said, Clement E. Kelley and accepts the appointment as such receiver and tenders his bond in the sum of Twenty five thousand dollars with United States Fidelity and Guaranty Company as surety thereon and said bond is now examined, approved and accepted by the court and is in the words and figures following, (H.I.) and the said Clement E. Kelley now takes an oath faithfully to perform his duties as such receiver.

O A T H .

I, Clement E. Kelley do solemnly swear that I will faithfully perform all of my duties as receiver of the CLAYTON BANK AND TRUST COMPANY, and that I will faithfully account for any and all property and moneys that may come into my custody and possession as such receiver, so help me God.

Clement E. Kelley.

Subscribed and sworn to before me this 26th day of January - 1933.

(SEAL)

Frank Tucker,
Clerk Hendricks Circuit Court.

Comes now Luther F. Symons, Bank Commissioner of the State of Indiana, by T. D. Barr, and files petition for allowance of preliminary fees and expenses for making an investigation into the affairs of the Clayton Bank and Trust Company, and for making a complete and detail report of the assets, liabilities and affairs of said institution, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises now approves the same and directs the receiver to pay the amount of $314.87 as petitioned for.

CYRUS O'HAIR)
VS) # 13768
SECURITY TRUST)
COMPANY, ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded. And at the close of the evidence, the defendants, Security Trust Company and Irving Lemaux, each file separate motions for a directed verdict. And the Court having examined said motions and being duly advised, now overrules said motions, to which ruling of the Court each of the defendants separately and severally objects and excepts.

The defendants Security Trust Company and Irving Lemaux at the close of the evidence and before the argument, tender instructions numbered one to thirteen, and asks the Court to indicate which will be given and which refused. And the Court indicates that it will give of the instructions tendered numbers 3, 5, 6 and 7, and the Court refuses to give of the instructions tendered numbers 1, 2, 4, 8, 9, 10, 11, 12 and 13, to the refusal of each one of which the defendants Irving Lemaux and the Security Trust Company, each separately and severally objects and excepts.

Arguments are heard and concluded, and at the close of said arguments, the Court instructs the jury in writing, giving of the instructions tendered by the defendants numbers 3, 5, 6 and 7, to the giving of each one of which the plaintiff objects and excepts. And the Court gives of its own motion instructions number one to twelve inclusive, to the giving of each one of which the defendants and plaintiff each for himself separate and severally objects and excepts.

And now all of the instructions 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.).

And now the jury retires in charge of a sworn officer to deliberate.

And afterwards, the jury is again conducted into open Court and returns a verdict for the plaintiff in the sum of $7500.00, which verdict is in the words and figures following, to-wit:

CYRUS O'HAIR
VS
SECURITY TRUST CO
BASCOM O'HAIR
IRVING LEMAUX

CAUSE NO. 13766

We, the jury, find for the plaintiff and against the defendants Security Trust Company, Bascom O'Hair and Irving Lemaux and assess his damages in the sum of $7500.00.

Chas. E. Hyer
Foreman

CLAYTON HARDWARE &
LUMBER COMPANY, INC.)
VS) # 13801 Judgt. vs Deft. for $237.04 and Costs.
LOUISA BURK) J. D. 16, Page 76.

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 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 plaintiff and that there is due the plaintiff from the defendant on the account sued upon the sum of $237.04, and that the plaintiff is entitled to a judgment of said amount, 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, Louisa Burk, the sum of $237.04, together with 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, January 27th, 1933.

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

THE PEOPLES STATE BANK,TRUSTEE)
VS) # 13669
ARTHUR W. SUHRE)
CARRIE H. SUHRE, ETC.)

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: Harry Robbins, Orian Merritt, Harold Mason, Charles Hyer, Harley McIntyre, Atlas Stewart, Eber Phillips, W. N. Parsons, Edward Baumer, Charles Hayworth, C. J. Ritz and Wilbur Louder, 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 the law and the evidence adduced.

Evidence is heard and concluded, and at the close of all the evidence, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Saturday, January 28th, 1933.

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 28th, 1933.

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

THE PEOPLES STATE)
BANK, TRUSTEE.)
VS) # 13669
ARTHUR W. SUHRE,)
CARRIE H. SUHRE, ETC.)

Come now the parties, in person and by counsel, and the jury is again brought into Court, and at the conclusion of all the evidence, the plaintiff files a motion for a directed verdict, waiving their claim for damages to the nominal damages, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now sustains the same, to which ruling the defendants each separately and severally objects and excepts.

And now the Court instructs the jury to return a verdict for the plaintiff on both paragraphs of the complaint, with damages in the amount of one cent, to which instruction the defendants each separately and severally objects and excepts.

And now the jury returns a verdict for the plaintiff on each paragraph of the complaint and assesses its damages in the amount of one cent, which verdict is in the words and figures following, to-wit:

THE PEOPLES STATE BANK, TRUSTEE)
VS) NO. 13669
ARTHUR W. SUHRE, CARRIE H. SUHRE, ETC.)

We, the jury, find for the plaintiff and against the defendants; that the plaintiff is entitled to the possession of the real estate described; that the defendants wrongfully detained possession thereof to the plaintiff's damages in the sum of $one cent; and we find for the plaintiff on the second paragraph of complaint.

Chas E. Hyer
Foreman

And the jury is now discharged.

THE STATE OF INDIANA)
VS) # 7304
EFFIE M. JONES)

Comes now the State of Indiana, by John A. Kendall, 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) # 7305
EFFIE M. JONES)

Comes now the State of Indiana, by John A. Kendall, 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) # 7306
WILLIAM L. JONES)

Comes now the State of Indiana, by John A. Kendall, 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. Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, January 30th, 1933.

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

WALTER CAMPBELL)
VS) # 13581
JOHN REITZEL,)
EDGAR REITZEL AND)
HOMER SALSMAN)

Comes now the defendant, Homer Salsman, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

ADDISON H. INGRAM)
VS) # 13660
MODERN WOODMEN OF)
AMERICA.)

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.).

CLONA E. ARNOLD)
VS) # 13686
R. PAUL ARNOLD)

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

And comes also the plaintiff, 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 in this cause, now takes the same under advisement.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13687
JAMES M. HOGAN.)

Comes now Claude Gladden, herein, who was heretofore appointed receiver, now accepts said appointment, and files his bond and oath as receiver herein in the penal sum of five hundred dollars, which bond and the security thereon, are now accepted and approved by the Court, which is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA ON RELATION)
OF LUTHER F. SYMONS, STATE)
BANKING COMMISSIONER.)
VS) # 13802
PITTSBORO STATE BANK.)

Comes now the receiver of the Pittsboro State Bank and files its verified petition to sell certain property, which petition is in the words and figures as follows, to-wit: (H.I.)

And the court having examined said petition and being duly advised in the premises finds that said receiver should be authorized to sell the property described in its' petition.

The court further finds that said receiver has had the real estate described in the petition appraised together with the corn, oats and hay and bank fixtures and that said receiver should be authorized to use said appraisement for the purpose of the sale of the property as in the petition prayed for.

The court further finds that the other personal property consisting of Alabama Sewerage bonds in the sum of $500.00, Barnett Ditch bonds in the sum of $400.00, 4th Liberty Loan bonds in the sum of $100.00 and the Pittsboro Water Company, preferred stock, in the sum of $1200.00 has not been appraised and that it would not be advantageous to said receiver to have the same appraised. That said last named personal property should be sold for not less than the market price, where a market price exists, and for an item for which there is no market price that said receiver should sell the same to the best possible advantage.

The court further finds that a notice for a period of two weeks should be given in the paper published in Hendricks County, Indiana, for the sale of all of said property and such other advertisement as the receiver may deem advisable.

And the court further finds that all of said property should be sold at private sale for cash and as to the property which has been appraised said property should be sold for not less than the appraised value thereof as shown by the appraisement heretofore filed in this cause.

It is, therefore, ordered, adjudged and decreed by the court that the Lizton State Bank, as receiver of the Pittsboro State Bank, be, and it is hereby, authorized to sell the real estate described in the petition of the receiver and as described herein as follows, to-wit:

The North half of the Northeast Quarter of the Northwest Quarter of Section 14, Township 17 North of Range 1 West containing 20 acres.

Also, the East half of the Southwest Quarter of Section 14, Township 17 North of Range 1 West containing 80 acres.

A parcel of ground 83 feet in length and 66 feet in width, off of the South end of Lot 4, in Block 1, in the Town of Pittsboro, Also an easement for ingress and egress over and across the following described part of said Lot 4, in Block 1, in the original Town of Pittsboro, bounded and described as follows, to-wit: Beginning at a point on the West line of said Lot 4, which is 70 feet North of the Southwest corner thereof; and running thence East parallel with the Southline of said lot 22 feet; thence North parallel with the West line of said lot 6 feet; thence West parallel with the South line of said lot 22 feet and to the West line thereof; thence South on said West line 6 feet to the place of beginning.

It is further ordered, adjudged and decreed that said receiver sell 425 bushels of corn, 200 bushels of oats and 10 tons of Timothy hay. It is further ordered, adjudged and decreed that the receiver sell Union Springs Alabama Sewerage bonds

in the sum of $500, Barnett Ditch bonds in the sum of $400, 4th Liberty Loan bonds in the sum of $100 and Pittsboro Water Company, preferred stock, in the sum of $1200.

It is therefore ordered, adjudged and decreed that said receiver sell said property for cash at private sale and for not less than the appraised value thereof where the same has been appraised and that he advertise said sale by giving a two weeks notice in a public newspaper published in Hendricks County, State of Indiana, and such other advertisement as such receiver may deem advantageous.

All of which is ordered, adjudged and decreed.

And said receiver now files inventory and appraisement, which inventory and appraisement is in the words and figures following, to-wit: (H.I.) (For copy see Receivership Record page _____.

HELEN WALKER)
VS) # 13616
ELLIS WALKER)

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

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff is granted permission to withdraw papers from files.

ERNEST R. JONES)
VS) # 13655 Judgt. vs Pltf. for Costs.
GEORGE F. FORREY, JR.) J. D. 16, Page 76.
REC. ET AL.)

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed, and the plaintiff is ordered to pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Ernest R. Jones, 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.

C. J. Stevenson, Judge.

Tuesday Morning, January 31st, 1933.

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

A. A. HARKLASS, ETC.)
VS) # 13799
ADAM S. HORLOCHER.)

Comes now the defendant, by counsel, and files answers to interrogatories, also cross-complaint, which answers are in the words and figures following, to-wit: (H.I.).

CARL FREYN HEATING &)
PLUMBING COMPANY, INC.)
VS) # 12879
WILLIAM A. OPPLE)

Comes now the petitioner Victor R. Jose, receiver for Carl Freyn Heating & Plumbing Company, Inc., and files in the above entitled cause his verified petition in words and figures as follows: (H.I.), and shows to the Court that such receiver has been appointed and is now acting as the duly appointed and qualified receiver for the plaintiff in said cause and that it is proper and necessary to the complete determination of the cause of action; that said petitioner be substituted as a party plaintiff herein, and said action allowed to be continued by such receiver, and said petition being before the Court, and the Court being advised in the premises finds that the allegations therein are true, and that the prayer therein should be granted.

IT IS, THEREFORE, ordered, adjudged and decreed by the Court herein that Victor R. Jose, as receiver for Carl Freyn Heating & Plumbing Company, Inc., be substituted as the plaintiff in this cause, and is hereby authorized to continue said action as such plaintiff and as such receiver.

OSCAR H. ROGERS)
VS) # 13431
MILLARD SHELLEY)

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

It is, therefore, considered, ordered 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, February 1st, 1933.

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

IMPANELLING OF THE GRAND JURY FOR THE JANUARY TERM, 1933.

The Clerk of this Court is ordered to issue venire for the jurors of the Grand Jury, requiring them to be and appear in the Hendricks Circuit Court on Thursday, February 2nd, 1933, at 9:00 o'clock A. M., for duty.

KATE SCHNEID)
VS) # 12319 Judgt. vs Pltf. for Costs.
J. D. 16, Page 77.
MATHEW C. GATSON, ET AL.)

It appearing to the Court that this cause was set for trial, and the parties failing to appear, this cause is now dismissed for want of prosecutinn 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, Kate Schneid, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

CONTINENTAL INSURANCE)
COMPANY OF NEW YORK.)
VS) # 12647 Judgt. vs Pltf. for Costs.
J. D. 16, Page 77.
NAOMI ARBUCKLE, ET AL.)

It appearing to the Court that this cause was set for trial, and the parties failing to appear, this cause is now dismissed 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, Continental Insurance Company of New York, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MARIE RUSSELL, A MINOR)
BY HER NEXT FRIEND,)
LESLIE RUSSELL.)
VS) # 13805
CIRCLE CAB COMPANY, ET AL.)

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.).

STATE OF INDIANA)
VS) # 13775 Judgt vs Pltf. for $225.00 and Costs.
J. D. 16, Page 77.
JOHN W. GRIMES ET AL.)

The time for filing of exceptions having passed, and the court having examined said report and being sufficient advised in the premises now approves said report and orders that it be made a part of the record of this cause.

And the court now orders that a fee of $5.00 be taxed for each of said appraisers as a part of the costs of this cause..

It is therefore ordered, adjudged and decreed by the court that the report of the appraisers in the above entitled cause be approved and that the value of the land sought to be appropriated is one hundred five Dollars ($105.00) and that the remaining part of said real estate owned by said defendants will be damaged in the sum of one hundred twenty Dollars ($120.00), making a total damage, including the value of the real estate so taken and the damage to the remaining real estate in the sum of two hundred twenty five Dollars ($225.00), leaving a net damage in the sum of two hundred twenty five Dollars ($225.00) and that five Dollars ($5.00) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

STATE OF INDIANA)
VS) # 13777 Judgt. vs Pltf. for $145.00 and Costs.
J. D. 16, Page 77.
ROBERT L. MAZE)

The time for filing of exceptions having passed,and the court having examined said report and being sufficiently advised in the premises now approvessaid report and orders that it be made a part of the record of this cause.

And the court now orders that a fee of $5.00 be taxed for each of said appraisers as a part of the costs of this cause.

It is therefore ordered, adjudged and decreed by the court that the report of the appraisers in the above entitled cause be approved and that the value of the land sought to be appropriated is ninety five Dollars ($95.00) and that the remaining part of said real estate owned by said defendants will be damaged in the sum of fifty Dollars ($50.00), making a total damage, including the value of the real estate so taken and the damage to the remaining real estate in the sum of one hundred forty five Dollars ($145.00), leaving a net damage in the sum of one hundred forty five Dollars ($145.00) and that five Dollars ($5.00) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

STATE OF INDIANA)
VS) # 13778 Judgt. vs Pltf. for $282.75 and Costs.
J. D. 16, Page 78.
SAMUEL S. RICHARDSON, ET AL)

The time for filing of exceptions having passed, and the court having examined said report and being sufficiently advised in the premises now approves said report and orders that it be made a part of the record of this cause.

And the court now orders that a fee of $5.00 be taxed for each of said appraisers as a part of the costs of this cause.

It is therefore, ordered, adjudged and decreed by the court that the report of the appraisers in the above entitled cause be approved and that the value of the land sought to be appropriated is Two hundred five Dollars ($205.00) and

that the remaining part of said real estate owned by said defendants will be damaged in the sum of 77.75 Dollars ($77.75), making a total damage, including the value of the real estate so taken and the damage to the remaining real estate in the sum of $282.75 Dollars, leaving a net damage in the sum of $282.75 Dollars and that five Dollars ($5.00) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

STATE OF INDIANA)
VS) # 13780 Judgt. vs Pltf. for $135.00 and Costs.
JOHN A. FLYNN, ET AL.) J. D. 16, Page 78.

The time for filing of exceptions having passed, and the court having examined said report and being sufficiently advised in the premises now approves said report and orders that it be made a part of the record of this cause.

And the court now orders that a fee of $5.00 be taxed for each of said appraisers as a part of the costs of this cause.

It is therefore ordered, adjudged and decreed by the court that the report of the appraisers in the above entitled cause be approved and that the value of the land sought to be appropriated is sixty Dollars $60.00) and that the remaining part of said real estate owned by said defendants will be damaged in the sum of seventy five Dollars ($75.00), making a total damage, including the value of the real estate so taken and the damage to the remaining real estate in the sum of one hundred thirty five Dollars ($135.00), leaving a net damage in the sum of one hundred thirty five Dollars ($135.00) and that five Dollars ($5.00) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

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

L. J. Stevenson, Judge.

Thursday Morning, February 2nd, 1933.

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

NORRIS P. SHELBY, ADMINISTRATOR,)
ETC.)
VS) # 13238
CECIL PAGE)

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

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

WALTER CAMPBELL)
VS) # 13581
JOHN REITZEL,)
EDGAR REITZEL AND)
HOMER SALSMAN.)

Comes now the defendant, Edgar Reitzel, 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.).

CLONA E. ARNOLD)
VS) # 13686 Judgt. vs Deft. for Costs.
R. PAUL ARNOLD) J. D. 16, Page 78.

Come now the parties, by counsel, and the Court having heretofore heard the evidence adduced by the plaintiff in support of the allegations in her said 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 herein.

It is therefore ordered, adjudged and decreed by the court that the plaintiff, Clona E. Arnold, be and she is hereby granted an absolute divorce from the defendant, R. Paul Arnold.

It is further adjudged by the court that the bonds of matrimony, heretofore existing between the plaintiff and defendant, be set aside and held for naught and the plaintiff is granted an absolute divorce from the defendant.

It is ordered by the court that the defendant pay the costs of this action, taxed at Nine dollars and Thirty Five cents, which amount of costs is now paid by said defendant.

THE FEDERAL LAND BANK OF LOUISVILLE)
VS) Cause No. 13650 DECREE
WILLIAM R. SWOPE, DAISY H. SWOPE) Judgt. vs Defts., William R. Swope, Daisy H. Swope, Alice M. Leathers, Douglas A. Leathers
ALICE M. LEATHERS, DOUGLAS A. LEATHERS) for $7610.52 and Costs.
JOHN S. SWOPE AND JOY R. SWOPE)

Comes now the Plaintiff by its attorney A. M.

Watkins and comes now John A. Kendall attorney for William R. Swope, Daisy H. Swope, Alice M. Leathers Douglas A. Leathers, John S. Swope and Joy R. Swope, and it appearing to the satisfaction of the Court, by the Sheriff's return to the summon 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, William R. Swope, Daisy H. Swope, Alice M. Leathers, John S. Swope and Joy R. Swope and Douglas A. Leathers, have each been duly served with process more than ten days before the day fixed by the Plaintiff, by endorsement on his complaint, and said defendants William R. Swope, Daisy H. Swope, Alice M. Leathers, John S. Swope, John R. Swope and Douglas A. Leathers, failing to appear, are now three times loudly called, and come not, and herein wholly make default.

And this cause is submitted to the court for trial, finding and judgement, and the court having heard the evidence and being advised in the premises now finds for the plaintiff, that the allegations of Plaintiff's complaint are true; that heretofore, to-wit, on the 6th day of July 1927, the defendants, William R. Swope, Daisy H. Swope, Alice M. Leathers and Douglas A. Leathers by their promissory note of said date, a copy of which is filed with and made a part of the complaint in this action, became indebted to this plaintiff in the principal sum of Seven thousand dollars ($7,000.) with interest thereon at the rate of five per cent (5%) per annum, payments to be made on the amortization plan, with interest upon the defaulted payments at the rate of eight per cent (8%) per annum after maturity until paid; that said defendants were on the date last named the owners of the following described real estate situate in Hendricks County, State of Indiana, to-wit:-

A part of the northeast fractional quarter of section 1, township 14 north, range 1 west, bounded as follows, to-wit: The west 50 acres off of and across the entire north fraction of the northeast quarter of said section 1;
Also, part of the south half of the northeast quarter of section 1, township 14 north, range 1 west, bounded as follows, to-wit: Beginning at the center of said section 1, and running thence north on the west line of said south half of said northeast quarter of said section to the northwest corner of said south half; thence due east on the north line of said south half 108.4 rods; thence due south to the National Road; and thence Westerly with the center of said road to the place of beginning, containing 41 1/2 acres, be the same more or less.

and that on said date, to secure the payment of said note, the defendants herein executed to the plaintiff herein their certain mortgage on said lands, a copy of which mortgage is filed with and made a part of the complaint in this action.

The court further finds that there is due and owing to plaintiff from the defendants on the debt sued on in the complaint herein the sum of Seven Thousand Five Hundred and Fifty Dollars and Fifty-two Cents, ($7550.52), and further the sum of Sixty Dollars, ($60.00) as attorneys fees for services of plaintiff's attorney, which sum plaintiff is entitled to recover of and from the defendants with the costs of this action, all without relief from valuation and appraisement laws. And the court further finds that said sums are secured by a mortgage upon the real estate described in plaintiff's complaint herein and that plaintiff is entitled to have said mortgage foreclosed and to have said real estate sold; that said real estate is not susceptible of division and that plaintiff is entitled to have the entire tract of land described in said mortgage sold as a whole.

It is therefore, considered and adjudged by the court that plaintiff have and recover of and from said defendants the sum of Seven Thousand Six Hundred and Ten Dollars and Fifty-two cents, ($7610.52) together with the costs of this action and all accruing costs, all without relief from valuation and appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of the defendants and of all persons claiming from, under or through him or them in and to the real estate described in the complaint and more particularly described hereinabove, 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 and of all persons claiming from, under or through him or 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, State of Indiana, as other lands are sold on execution, the sale to be made without relief whatever from valuation and appraisement laws. And the court further finds that it is necessary to sell said described real estate as a whole.

The proceeds arising from said sale to be applied as follows: 1. To the payment of the costs and accruing costs of this action; 2 to the payment of the amount found due plaintiff on the claim sued upon herein, by the amount of the judgment hereinbefore rendered, together with interest from this date; 3 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 authorized to receive the same. In the event that 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 on the goods and chattels and land and tenements of said defendants subject to execution and the sale thereof to be without any relief whatever from valuation and appraisement laws.

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

C. J. Stevenson Judge.

Friday morning, February 3rd, 1933.

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

PLUMBERS SUPPLY COMPANY, INCORPORATED)
VS)
H. OLLIE FLACK and) # 13656
CLYDE D. MOORE, partners doing business) Judgment vs Defendants for $1654.43
as FLACK PLUMBING COMPANY,) and Costs. J.D.16 Pg. 79
HARTFORD ACCIDENT & INDEMNITY COMPANY)

Come now the parties and all defendants file answers, which answers are in following words and figures to-wit: (H.I.). This cause being submitted to the court, jury having been waived, and the Court having been duly advised in the premises, finds for the plaintiff that there is due him from the defendants, H. Ollie Flack and Clyde D. Moore, the sum of One Thousand Six Hundred Fifty-Four Dollars and Forty-Three Cents ($1,654.43), and that there is due the plaintiff from the defendant, Hartford Accident & Indemnity Company, as surety, the sum of One Thousand ($1,000.00) Dollars.

It is, therefore, ordered and adjudged that the plaintiff recover of the defendants, H. Ollie Flack and Clyde D. Moore, the said sum of One Thousand Six Hundred Fifty-Four Dollars and Forty-Three Cents ($1,654.43), and recover of the defendant, Hartford Accident & Indemnity Company, the sum of One Thousand ($1,000.00) Dollars, together with the costs in this cause.

CYRUS O'HAIR) J.D.16 Pg.79
VS) # 13768. Judgment vs Defendants Security
SECURITY TRUST COMPANY, ET AL.) Trust Co., Bascom O'Hair & Irving Lemaux for $7500.00 & costs.

Comes now the Plaintiff by counsel and on his motion the court now renders judgment on the verdict of the jury.

It is therefore, now adjudged by the court that the plaintiff have and recover of and from the defendants, Security Trust Company, Bascom O'Hair, and Irving Lemaux, the sum of Seven Thousand Five Hundred ($7500.00) Dollars, together with the costs of this action, taxed at $_____ and _____cents.

BECKER ROOFING COMPANY)
VS) # 13483
ED. W. KENWORTHY)

Comes now the plaintiff by counsel and on motion of plaintiff this cause is dismissed, the costs having been paid.

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

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

Saturday Morning, February 4th, 1933.

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

ORLANDO C. UNDERWOOD)
CARRIE W. UNDERWOOD)
VS) # 13397. Judgment vs Defendant for Costs.
MYRTLE POOLE) J.D.16 Pg. 79

Comes now the plaintiffs by counsel, this cause haveing been set for trial and the time of trial having arrived and defendant failing to appear, the defendant is now three times loudly called in open court but comes not, and herein wholly makes default, this cause is submitted to the court for trial, finding, and decree without the intervention of a jury. The court having heard the Plaintiffs' evidence finds for the plaintiffs that they are the owners of and entitled to the immediate possession of the real estate described in the complaint and that the defendant has wrongfully with-held possession thereof.

It is therefore, adjudged and decreed by the court that the plaintiffs have and recover the immediate possession of the real estate described in the complaint together with the costs of this action taxed at _____dollars and _____cents.

PRUDENTIAL LIFE INSURANCE COMPANY)
VS) # 13408.
GEORGE VICE, ET AL.) Judgment vs Defendants for Costs.
J.D.16 Pg. 79

Comes now the plaintiff by counsel this cause having been set for trial and the time of trial having arrived and defendants failing to appear the defendants are now three times loudly called in open court but come not, and herein wholly make default. This cause is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the plaintiff's evidence finds for the plaintiff that it is the owner of and entitled to the immediate possession of the real estate described in the complaint and that the defendants have wrongfully withheld possession thereof.

It is therefore, adjudged and decreed by the court that the plaintiff have and recover the immediate possession of the real estate described in the complaint together with the costs of this action taxed at _____dollars and _____cents.

JACOB A. LEFFLER)
VS) # 13418
JOHN CASTNER)

Comes now the parties in person and by counsel and defendant files answer in two paragraphs, which answer is in the words and figures following to-wit: (H.I.). Plaintiff files reply in general denial to defendant's answer, which reply is in words and figures following to-wit: (H.I.).

This cause being at issue the same is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the evidence does now take this cause under advisement.

PRUDENTIAL LIFE INSURANCE COMPANY
VS
LEVI CUNNINGHAM
FRANK PEFFLEY

13430. Judgment vs Defendants for Costs.
J.D.16 Pg. 80

Comes now the plaintiff by counsel, this cause having been set for trial and the time of trial having arrived and defendants failing to appear the defendants are now three times laudly called in open court, but come not and herein wholly make default. This cause is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the plaintiff's evidence finds for the plaintiff that it is the owner of and entitled to the immediate possession of the real estate described in the complaint and that the defendants have wrongfully withheld possession thereof.

It is therefore, adjudged and decreed by the court that the plaintiff have and recover the immediate possession of the real estate described in the complaint together with the costs of this action taxed at __ _____dollars and_____cents.

ETTA R. OLIPHANT
VS
CHARLES E. TUTTLE ET AL.

13443 Judgment vs Plaintiff for Costs.
J.D.16 Pg.80

Comes now the plaintiff by counsel and upon motion of the plaintiff this cause is now dismissed at plaintiff's costs.

It is therefore, ordered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff pay the costs of this action taxed at _____dollars and _____cents.

O. FRANK MUSSELMAN
VS
JOHN W. FRAZEE, et al.)

13675.

Comes now again the plaintiff by counsel and it appearing to the court that the parties have failed to agree upon a county for the change of venue of this cause,more than two days ago having submitted names of adjoining counties to the attorney for the defendants and the defendants having failed to strike, the clerk of this court now appears and in open court the plaintiff and the clerk now strike and Boone County remaining, the court now sustains the motion for change of venue to Boone County, five days given in which to pay the costs and perfect the change.

C. O. NEAL
VS
HAROLD L. WATSON

13818.

Comes now the plaintiff by counsel and on his motion this cause is now dismissed, the costs having heretofore been paid.

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

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

L. J. Stevenson, Judge.

Monday morning, February 6th, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge

STATE OF INDIANA)
VS) # 7344. Judgment vs Defendant for $5.00 & Costs.
ELMER ROSS) J.D.16 Pg. 80

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who, being duly arraigned in open court for his plea says that he is guilty of the crime charged, and the court being duly advised finds the defendant, Elmer Ross, is guilty of the crime of assault and battery and that he should be fined in the sum of Five ($5.00) Dollars and he should pay the costs of this action.

It is therefore, adjudged and decreed by the judge of the court that the defendant for the offense by him committed be fined in the sum of Five ($5.00) Dollars and that he pay the costs of this action taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7346. Judgment vs Defendant for $100.00 & Costs.
MILTON RICHARDSON) J.D.16 Pg. 80

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney and comes also the defendant in person, who being duly arraigned in open court for his plea says he is guilty of the offense charged. The court being duly advised now finds the defendant? Milton Richardson, is guilty of the crime of possession of intoxicating liquor, that he should be fined in the sum of One Hundred ($100.00) 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.

It is therefore, now adjudged and decreed by the court that the defendant, Milton Richardson, for the offense by him committed be fined in the sum of One Hundred ($100.00) Dollars and that he be imprisoned in the State Penal Farm for a period of Six months, that he pay and satisfy the costs of this action or stand committed until the same are paid or staid. Now his sentence to inprisonment is suspended during the good behavior of the defendant.

The court now orders all liquor confiscated in this case to be distroyed by the sheriff of Hendricks County.

THE LADOGA BUILDING LOAN FUND AND SAVINGS ASSOCIATION)
VS) # 13524. Judgment vs Mary E.McDonald for
MARY E. McDONALD) $535.00 & Costs. J.D.16 Pg. 81
EDITH SNYDER)

Comes now the plaintiff, by its attorney, and it appearing to the satisfaction of the court by the summons herein and the return of the sheriff endorsed thereon, that the defendant, Mary E. McDonald, has been served with process more than ten days prior to the 21st day of May, 1932, being the date endorsed on the plaintiff's complaint for the return day of the summons thereon, which said summons and

return thereon are in words and figures following, to-wit: (Here insert)

Plaintiff also shows to the satisfaction of the court by the proof of publication of the notice to the defendant, Edith Snyder, that she has been duly and legally notified of the filing and pendency of this action and of the time and place where the same would stand for hearing and trial, by publication of notice thereof as provided by law in The Hendricks County Republican, a newspaper of general circulation printed in the English language at Danville, Hendricks County, Indiana, which notice was so published for three successive weeks more than thirty days before the 21st day of May, 1932, the day fixed by plaintiff's endorsement on the complaint herein for the hearing of this cause, the last publication of which notice was in the issue of said paper of April 7th, 1932, which said notice and proof of publication thereof are in words and figures following, to-wit: (Here insert)

The defendants, Mary E. McDonald and Edith Snyder, failing to appear, the court, on motion of the plaintiff,orders said defendants three times audibly called which is accordingly done in open court, but said defendants come not but wholly make default and are hereby defaulted.

Upon motion of the plaintiff this cause is submitted to the court for trial and judgment without the intervention of a jury, and the court, having heard the evidence, both oral and documentary, and being sufficiently advised in the premises, finds for the plaintiff, and that the allegations in the plaintiff's complaint are ture. That there is due the plaintiff from the defendant, Mary E. McDonald, upon the note and mortgage sued upon herein, as alleged in plaintiff's complaint, the sum of $535.00, of which sum $28.00 is attorney's fees.

The court further finds that said sum is secured by a mortgage upon real estate described in plaintiff's complaint and by a pledge of the rents and profits of said real estate; that the plaintiff's mortgage is a lien on said real estate and the rents and profits thereof senior and paramount to all claims of each and all of the defendants; and that the plaintiff is entitled to have said mortgage foreclosed as against each and all of said defendants and to have said real estate sold.

It is therefore ordered, adjudged, and decreed by the court that the plaintiff have and recover from the defendant, Mary E. McDonald, the sum of $535.00 with seven per cent interest thereon from this date, together with costs of this action and all accruing costs, all without relief from valuation and appraisement laws. It is further adjudged and decreed by the court that the mortgage of this plaintiff is a lien on said real estate and the rents and profits thereof senior and paramount to the claims of the defendants herein and that said defendants are not entitled to possession of said real estate after this date.

It is further considered, adjudged and decreed by the court that the equity of redemption of each and all of the defendants and of all persons claiming from, under, or through them, or any of them, in and to the real estate described in the plaintiff's complaint and located in Hendricks County, State of Indiana, to-wit:-

The east half of the following metes and bounds, to-wit: Beginning 85 rods and 9-3/4 links west of the south east corner of the north half of the north east quarter of section 6, Township 16 North, of Range 1 East; thense west 8½ rods; thence north 40 rods and 10 links to the center of the Crawfordsville State Road; thence south 65 degrees east along the center of the Crawfordsville State Road 9 rods and 17 links; thence south 36 rods to the place of beginning estimated to contain in said

east half one acre, more or less, be and the same is forever barred and foreclosed and that said real estate and all the right, title, interest, and claim of said defendants and each of them in and to the same, or so much thereof as may be necessary for that purpose, be sold by the sheriff of Hendricks County, State of Indiana, as other lands are sold upon execution, the sale to be made without relief from valuation and appraisement laws, and the proceeds of said sale to be applied as follows:

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

Second: To the payment of the amount found due the plaintiff on the note and claims sued upon herein together with seven per cent interest from this date.

Third: The balance, if any there be, to be paid by the sheriff of Hendricks County, Indiana, to the clerk of this court for the use and benefit of the parities 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 plaintiff's judgment, interest, costs, and accruing costs, the rest thereof remaining unpaid shall be levied upon the doods and chattels, lands and tenaments of said Mary E. McDonald, subject to execution, and sale thereof shall be made without relief from valuation and appraisement laws.

WALTER CAMPBELL)
VS) # 13581.
JOHN REITZEL, ET AL)

Comes now the parties by counsel and the court sustains a motion for change of venue. By agreement of parties the cause is sent on change of venue to Putnam County, Indiana, for trial. Five days are given in which to pay costs and perfect change.

BOYD M. RALSTON, Receiver)
of FARMERS TRUST COMPANY OF INDIANA)
VS) # 13754.
ALBERT L. CRITTENDEN, ET AL.)

Comes now the plaintiff by counsel and the defendants are ruled to answer to the complaint herein on or before February 15, 1933.

AUBREY WALKER and)
MARY E. WALTER, his wife)
VS) # 13794
JOHN W. COPE)

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.)

KATHERINE Y. HURT)
VS) # 13833
PAUL H. HURT)

Comes now the plaintiff in the above entitled cause and files her affidavit for publication of notice to the defendant, as follows: (Here Insert), and on her motion it is ordered that publication be made as prescribed by law for the defendant to appear and answer the complaint on the 4th day of April, 1933.

APPOINTMENT OF COURT BAILIFF

This is to certify that Jesse Airhart has been appointed Court Bailiff for the Hendricks Circuit Court, this appointment to be effective on and after January 2, 1933, and until further order of the Court.

A.J.Stevenson
Judge Hendricks Circuit Court.

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 7th, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge

NATIONAL DISCOUNT CORPORATION of Indianapolis, Indiana

VS

C. C. EMERY, whose true Christian name is unknown.

13773. Judgment vs Defendant for $300.00 & Costs. J.D.16 Pg. 81

Comes now the plaintiff, by counsel, and it appearing to the court by the summons herein and the return of the sheriff endorsed thereon that said defendant has been served with process more than ten days before the first day of the present term of this court, which said summons and return thereon are in the words and figures, as follows, to-wit: (H. I.)

And now said defendant being three times audibly 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 plaintiff and that the allegations of plaintiff's complaint are true.

And it is therefore, considered and adjudged by the court that plaintiff recover of the defendant the property described in the complaint, to-wit: One Hudson Sedan, Motor No. 16654 and Serial No. 912759. That said property is of the value of Three Hundred Dollars, ($300.00) and that the defendant unlawfully detains same from plaintiff. It is further considered and adjudged by the court that upon the failure of defendant to deliver up to the plaintiff said property plaintiff recover of defendant the sum of Three Hundred Dollars, ($300.00). It is further considered and adjudged by the court that the plaintiff recover of the defendant the costs and charges in this behalf paid, laid out and expended.

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 8, 1933.

Court met pursuant to adjournment.

Present Honorable A. J. Stevenson, Judge.

WILLIAM F. DOCHTERMAN, ET AL.

VS

FLETCHER AVENUE SAVINGS & LOAN ASSOCIATION.

13648. Judgment vs Defendant for $60.00 & Costs, J.D.16 Pg.81.

Comes now the plaintiff by counsel and comes now also the defendant by counsel, and said cause is submitted and by agreement of the parties judgment is hereby entered for the plaintiff and against said defendant and it is hereby ordered and adjudged that said plaintiff have and recover from said defendant the sum of $60.00, and that said defendant be and it is hereby ordered to execute to the plaintiff its Warranty Deed to the real estate described in plaintiff's complaint and deliver to said plaintiff an abstract of title continued to date at the cost of the defendant.

And it is further ordered that said plaintiff recover of and from the defendant all unpaid costs accrued in this cause.

KRUSE COMPANY

VS

BLAIR TAYLOR

#13763.

Comes now the plaintiff by counsel and on his motion this cause is dismissed, the costs having heretofore been paid.

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, February 9, 1933.

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

STATE OF INDIANA)
VS) # 7312
HARVEY L. ROBINSON)

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

ROGER COOK)
VS) # 13667.
WALTER ST CLAIR)

Comes now the parties in person and by counsel, and this cause being at issue, the sheriff of this county is ordered to bring him into open court the following ~~ing~~ jurors for jury service, to-wit: Harry J. Robbins, Orian Merritt, Harold Mason, Chas. E. Hyer, Harley McIntyre, Vernon Nichols, Arthur G. Blair, Edward Pennington, Theo Ogden, William N. Parsons, Otis Coons, Oscar Montgomery, 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 a true verdict give according to the law and evidence introduced.

Evidence is now heard and concluded, and at the close of all evidence Plaintiff tenders instructions numbered from one to seven, and the court indicates that it will give of the instructions so tendered, numbers 1, 3, 4, 5, 6, and 7, and the court refuses to give instruction No. 2, the refusal of which the plaintiff excepts.

Argument of counsel heard and concluded. At the close of the argument the jury is permitted to separate under proper instructions until 9:00 o'clock, A. M. February 10, 1933.

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 10, 1933.

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

FIRST RURAL LOAN & SAVINGS ASSOCIATION)
VS) #No. 13347.
MINOR C. BRICKERT AND)
ANNA F. BRICKERT)

Comes now Jas. W. Nichols, Receiver appointed by the Court, and files his report as Receiver in this cause, which report is in the following words and figures, to-wit:- (H.I.). The Court, after examining said report, now approves the same in all things and said Receiver is hereby discharged from his trust; and this cause is fully and finally disposed of.

JOSEPH ZIMMERMAN)
VS) No.# 13437. Judgment vs Pltf.for
FEDERAL INDEMNITY BUREAU, INCORPORATED) Costs, J.D.16 Pg.82.

This cause having been set for trial,and the plaintiff failing to appear,the same is now 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. It is further adjudged that the plaintiff pay the costs taxed at_____Dollars and _____cents.

JOSEPH, INE CATHERINE MADGE)
VS) #No. 13440. Judgment vs Pltf.for Costs.
P. H. SHUTTS) J.D.16 Pg.82.

This cause having been set for trial, and the plaintiff failing to appear, the same is now dismissed for want of prosectuion 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. It is further adjudged that the plaintiff pay the costs taxed at_____Dollars and _____cents.

INEZ BORTLEIN)
VS) #No. 13596. Judgment vs Defendant for $100.00
COMMERCIAL ACCEPTANCE COMPANY,) & Costs, J.D.16 Pg.82.
A CORPORATION)

Come now the parties and this cause is now submitted to the Court for trial with the intervention of a jury, evidence heard and the Court is fully advised in the premises.

The Court finds that the plaintiff is entitled to recover of and from the Defendant the sum of One Hundred and 00/100 Dollars ($100.00), together

with the costs of this action.

It is, therefore, ordered and decreed that the Plaintiff recover of and from the Defendant the sum of One Hundred and 00/100 ($100.00) and costs in the sum of _____Dollars.

ROGER COOK)
VS) #No. 13667
WALTER ST. CLAIR)

Comes now the parties in person and by counsel, cause being at issue is submitted to a jury for trial. Evidence heard and concluded. At close of all evidence plaintiff tenders instructions numbered from one to seven and the court indicates that it will give of the instructions so tendered numbers 1, 3, 4, 5, 6, and 7, and the court refuses to give instruction No. 2, to the refusal of which the plaintiff excepts.

Arguments heard and concluded. Jury permitted to separate under proper instructions until 9:00 o'clock A. M., Friday February 10, 1933.

Jury again brought into court and the court now instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers 1, 3, 4, 5, 6, & 7, to the giving of each one of which the defendant objects and excepts. And the court gives of its own motion instructions number 1 to _____, inclusive, to the giving of each one of which the plaintiff and the defendant each for himself separately and severally object and except.

Jury retires in charge of a sworn officer.

And now all instructions given in the case, including those tendered and those refused are ordered filed with the clerk of this court as a part of the records in this case, which is now done, which instructions are in words and figures following to-wit:- (H.I.).

And afterwards the jury is again brought into court and it appearing that they have deliberated more than seven hours and that there is now no prospect of a verdict being reached, the jury is now discharged from further consideration, there being no objection. Jury discharged.

STATE OF INDIANA)
VS) NO. 7343 Judgment vs Defendant for $ 15.00 & Costs,
OTIS McMULLEN) J.D.16 Pg.82.

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for his plea says that he is guilty of the office charged.

It is, therefore, now adjudged and decreed by the court that the defendant for the offense by him committed be fined in the sum of Fifteen ($15.00)

Dollars, that he pay the costs of this action taxed at_____Dollars and _____cents.

It is further ordered by the court that the defendant be given Ninety days in which to pay the fine and costs.

BOYD M. RALSTON, RECEIVER OF FARMERS TRUST COMPANY OF INDIANAPOLIS, INDIANA)
VS) No. 13754.
ALBERT L. CRITTENDEN, ET AL.)

Comes now Victoria McCammack, one of the defendants in this cause, and files answer and cross-complaint, which answer and cross-complaint are 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.

C. J. Stevenson, Judge.

Saturday morning, February 11, 1933.

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

HULDA MOORE)
VS) NO. 13815.
JOSEPH W. MOORE)

Comes now the parties and this cause is submitted to the court on the matter of a temporary allowance. The court having heard the evidence and being advised, now orders the defendant to pay to the plaintiff the sum of Forty ($40.00) Dollars for her support during pendency of this action. Said payment to be made on or before February 18, 1933.

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 13, 1933.

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

REVILLO O. FURGASON, ET AL)
VS) No. 13590. Judgment vs Pltfs. for Costs,
HOWARD G. HINSHAW, ET AL.) J.D.16 Pg.83.

Comes now the Plaintiff, by counsel, and on his motion this cause is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff pay the costs taxed at _____ Dollars and _____ Cents.

CARL FREYN HEATING & PLUMBING CO., INCORPORATED)
VS) No. 12879
WILLIAM A. OPPLE)

Comes now the plaintiff and files motion for change of venue from the county, which motion is in 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, February 14th, 1933.

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

JEANNETTE MOORE TODD)
VS) No. 13577.
ANGELINE NEAL, ET AL)

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

J. FRANK CHADWICK, ET AL)
VS) No. 13728.
THE LOUISVILLE JOINT STOCK LAND BANK, ET AL.)

Comes now the plaintiff by counsel and files motion to substitute Verner L. Bowers, Sheriff of Montgomery County, in place of defendant William F. Hitch, which motion is in words and figures following, to-wit:(H.I.)

The court having seen and examined said motion and being duly advised now orders the substitution of Verner L. Bowers, sheriff of Montgomery County, in place of William F. Hitch as defendant.

STATE OF INDIANA, EX REL
LUTHER F. SYMONS, BANK COMMISSIONER, ETC.)
VS) No. 13810.
CLAYTON BANK AND TRUST COMPANY)

Comes now the Receiver heretofore appointed and files Inventory and Appraisement, which Inventory and Appraisement is in words and figures following, to-wit: (H.I.).

BERYL T. STRINGER)
VS) 13814
STERLING STRINGER)

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

STATE OF INDIANA, EX REL JAMES M. COSLER)
VS) No. 13819
LEWIS L. POUNDS, ETC., ET AL)

Defendants ruled to answer to complaint herein on or before February 21, 1933.

WILBUR A. HANNA, ET AL)
VS) No. 13826.
STATE BOARD OF TAX COMMISSIONERS, ET AL.) Judgment vs State Board of Tax Commissioners for Costs.J.D.16 Pg.83.

Comes now the plaintiff by their attorneys Clark & Kahl, Harvey B. Hartsock & William Bosson and comes also the Board of Review of Hendricks' Co., David Sarber, Alva Routh, Charles E. Shields, Bryon N. Cox, Roscoe Edwards, by their attorney Charles V. Sears and it appearing to the Court by the summons herein and return of the sheriff endorsed thereon, which summons and return are in the words and figures following: (H.I.) that the defendant, State Board of Tax Commissioners, and James Showalter, Gaylord S. Morton, Philip Zoercher, as members of said board has been duly served with process more than ten days before the day fixed by the plaintiffs endorsed on their complaint, for the defendants to appear and answer said complaint, said defendants, State Tax Board, James Showalter, Gaylord S. Morton, Philip Zoercher, are 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 the order of the State Board of Tax Commissioner's dated August 12, 1932 placing an increase of 5% on the valuation or assessment made for the year of 1932, by the Hendricks County Taxing Officials on all lands and lots outside of incorporated towns and cities and on all lands and lots and improvements thereon in all incorporated cities and towns in Hendricks County, Indiana, is illegal and void. That the plaintiffs, and all others similarly situated are entitled to an injunction perpetually enjoining the defendants, State Board of Tax Commission and the Defendant members thereof from enforcing or attempting to enforce said order, and the said defendants are restrained and perpetually enjoined from attempting to cause the defendants Charles E. Shields, Auditor, and Bryon N. Cox, Treasurer of Hendricks County to carry out the aforesaid order. The defendant Charles E. Shields, Auditor of Hendricks County is restrained and enjoined from entering the aforesaid increase in valuation or assessments of real estate on the tax records and duplicates of Hendricks County and from delivering said tax duplicates containing such increase or increase to the treasurer of said County and the Defendant, Bryon N. Cox, Treasurer of Hendricks County is restrained and enjoined from collecting or attempting to collect taxes levied on the aforesaid increase, or attempted increase of 5% above the valuation or assessment made in the year of 1932 by Hendricks County Taxing officials on all lands and lots outside of the incorporated towns and cities in the entire County and on all lands, lots and improvements thereon in all the incorporated towns and cities in the entire County of Hendricks in the state of Indiana.

It is, therefore, considered and adjudged by the court that the Defendant, State Board of Tax Commissioners, James Showalter, Gaylord S. Morton, Philip Zoercher, as members of said board, be and they hereby are perpetually enjoined from enforcing or attempting to enforce the order dated August 12, 1932, placing or attempting to place an increase of 5% above the valuation or assessment made for the year 1932, by the Hendricks County Taxing officials on all lands and lots outside of incorporated towns and cities of the entire County of Hendricks on all

lands, lots and improvements thereon in all incorporated cities and towns in Hendricks County in the state of Indiana, and said defendants are restrained and perpetually enjoined from attempting to cause the defendant Charles E. Shields, Auditor,and Bryon N. Cox, Treasurer of Hendricks County to carry out the aforesaid orders. The defendant Charles E. Shields, Auditor of Hendricks County is restrained and perpetually enjoined from entering the aforesaid increase in valuation on assessments of real estate on the tax records and duplicates of Hendricks County and from delivering said tax duplicates containing such increase or increases to the treasurer of said County and the Defendant, Bryon N. Cox, Treasurer of Hendricks County is restrained and perpetually enjoined from collecting or attempting to collect taxes levied on the aforesaid increase or attempt of 5% above the valuation or assessment made in the year of 1932 by Hendricks County Taxing officials on all lands and lots outside of the incorporated towns and cities in the entire County and on all lands, lots and improvements thereon in all the incorporated towns and cities in the entire County of Hendricks in the State of Indiana.

It is further ordered and adjudged by the court that the plaintiff recover their costs in this action taxed at _____ _____Dollars and_____cents, from the defendant State Board of Tax Commissioners.

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 15, 1933.

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

STATE OF INDIANA)
VS) No. 7347.
RUSSELL JEWELL)

Comes now the State of Indiana, by John A. Kendall, Prosecuting Attorney and comes also the defendant in person, and being arraigned in open court says that he is guilty of the offense charged. Cause taken under advisement until February 25, 1933. Defendant ordered to report back at such time and released on own recognizance.

WILLIAM B. SPERRY)
VS) No. 13589. Judgment vs Pltf.for Costs.
EDMOND MAHONEY) J.D.16 Pg.83.

Come now the parties by counsel and the defendant files answer in general denial. The plaintiff now moves to dismiss this case. Motion sustained, cause dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs of this action taxed at _____dollars and _____Cents.

LEROY STUART,ETC.)
VS) No. 13782.
GREYHOUND LINES,INCORPORATED)

Come now the parties by counsel and by agreement of parties, deposition of Robert M. Holmes filed and ordered published.

Defendant files motion to require plaintiff to elect as to paragraph of complaint on which they will proceed to trial, which motion is in words and figures following, to-wit: (H.I.). The court having seen and examined said motion and being duly adivsed now overrules the same, to which ruling of the Court the defendants except.

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: Harry J. Robbins, Orian Merritt, Harold Mason, Charles Hyer, Harley McIntyre, Atlas Stewart, Rudolph Kiefer, Theo Ogden, Edward Baumer, Charles Haworth, Eber Phillips, and Wilbur Lowder, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

After hearing a part of the evidence in this case the jury is permitted to separate under proper instructions touching their conduct during said separation until 9:00 o'clock A. M., Thursday, February 16, 1933.

Wednesday, the 15th day of February, 1933, and the 39th day of the January Term, 1933.

THE MARION COUNTY STATE BANK
VS
EMMA MILES THOMAS

No. 13807. Judgment vs Defendant for $232.60 and Costs. J.D.16 Pg.83.

Comes now, the defendant, Emma Miles Thomas, by her attorney, George A. Hoffman, and comes also, The Marion County State Bank, by their attorneys Jackson and Rees; and the said defendant now files an answer in general denial to plaintiff's complaint and closes the issues in said action, and now submits the same to your honorable court by agreement for judgment; and it is hereby agreed that judgment in the principal sum of One Hundred and Ninety ($190.00) Dollars, and plus Seven and Sixty hundredths ($7.60) Dollars interest and Thirty-Five ($35.00) Dollars attorneys fees, same being a total sum of Two Hundred and Thirty-Two and Sixty Hundredths ($232.60) Dollars, together with costs, may be rendered for plaintiff; collectible without any relief from valuation and appraisement laws, said judgment to draw interest from its rendition at the rate of 8 per cent; that the above action is a complaint upon a promissory note and that said note is long past due and remained wholly unpaid.

It is, therefore, considered and adjudged by the court that plaintiff recover of the defendant the total sum of Two Hundred and Thirty-Two and Sixty hundredths ($232.60) Dollars, (same being principal, interest, and attorneys fees:, together with their costs and charges in this cause laid out and expended, this judgment to draw interest at the rate of 8 per cent per annum until paid.

FOR VALUE RECEIVED, I, Cyrus O'Hair, do hereby transfer and assign to Zeph E. Keller, of Marion County, Indiana the sum of One Thousand ($1000.00) Dollars of a certain judgment in the Hendricks Circuit Court which judgment I recovered on January 26th, 1933, in Cause No. 13768, Cyrus O'Hair vs Security Trust Company, et al. This assignment is made subject to an assignment heretofore made to the Fletcher Trust Company for one thousand dollars and one to Madonna O'Hair for one thousand dollars and is junior to said assignments.

Cyrus O'Hair

State of Indiana } ss
Marion County }

Before me the undersigned Notary Public personally appeared Cyrus O'hair and acknowledged the execution of the foregoing assignment, this the 2nd day of February, 1933.

Alex Chambers

Notary Public

My Com. Ex. July 6, 1935.

Attest Frank Tucker Clerk

A S S I G N M E N T

FOR VALUE RECEIVED I hereby assign, transfer and set over to Fletcher Trust Company Indianapolis, Indiana, the sum of $1,000.00 of a certain judgment which I have recovered against the Security Trust Company, et al., in the Hendricks Circuit Court, upon the 26th day of January, 1933, in cause numbered 13768, as collateral security to further secure a judgment which Broad Ripple State Bank, assignor of Fletcher Trust Company, holds against me. If the Fletcher Trust Company collects the sum of $1,000.00, together with interest at 6% from this date, then the Fletcher Trust Company will release the

Wednesday, the 15th day of February, 1933, and the 39th day of the January Term, 1933.

judgment against me as fully paid and satisfied. If they are unable to collect the money under this assignment for any reason, then the judgment in favor of the Broad Ripple State Bank against me shall be in full force and effect.

It is agreed that of the first moneys collected upon the judgment over and above attorneys' fees, the same shall be applied to the payment of a part of the judgment this day assigned.

Dated this 2nd day of February, 1933.

Cyrus O'Hair

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Cyrus O'Hair and acknowledged the execution of the above assignment of judgment to be his free act and deed.

IN WHITNESS WHEREOF, I have hereunto set my hand and Notarial seal, this 2nd day of February, 1933.

Adah Huber

Notary Public

My commission expires February 2, 1934.

Attest Frank Tucker Clerk

FOR VALUE RECEIVED, I Cyrus O'Hair, do hereby transfer, setover and assign to Madonna O'Hair, of Marion County, Indiana, the sum of One Thousand ($1,000.00) Dollars of a certain judgment in the Hendricks Circuit Court which judgment I recovered on January 26th, 1933, in Cause No. 13768, Cyrus O'Hair vs Security Trust Company, et al. This assignment is made sugject to an assignment heretofore made to the Fletcher Trust Company.

Witness my hand and seal this the 2nd day of February, 1933.

Cyrus O'Hair

State of Indiana } ss
Marion County }

Before me the undersigned Notary Public personally appeared Cyrus O'Hair and acknowledged the execution of the foregoing assignment. This the 2nd day of February, 1933.

Zeph E. Keller

Notary Public

My Com. Ex. Sept. 8th. 1933.

Attest Frank Tucker Clerk

ERASTUS RODOCKER
VS
HARL CARTER

No. 13585 Judgment vs Pltf.for Costs. J.D.16 Pg.84.

Comes now the plaintiff by counsel and files motion to dismiss this cause at plaintiff's costs. The court having seen and examined said motion, now sustains the same.

It is therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff Erastus Radocker pay the costs taxed at _____ _____dollars and _____Cents.

Wednesday, the 15th day of February, 1933, and the 39th day of the January Term, 1933.

MISHAWAKA RUBBER & WOLLEN MANUFACTURING COMPANY)
VS) No. 13712
E. M. WOODWARD)

Defendants in this cause of action are ruled to answer complaint herein on or before February 25, 1933.

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

A. J. Stevenson Judge.

Thursday, the 16th day of February, 1933, and the 40th day of the January Term, 1933.

Thursday morning, February 16, 1933.

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

JAMES A.PIERSON)
VS) No. 13765
GEORGE C. FORREY, JR.)
RECEIVER, etc. et al.)

Comes now the plaintiff by counsel and files motion to dismiss this cause, which motion is in words and figures following, to-wit: (H.I.). The court having seen and examined said motion and being advised, now sustains the same, the costs having heretofore been paid.

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

LEROY STUART, ETC.)
VS) No. 13782.
GREYHOUND LINES, INCORPORATED)

Come now again the parties and the jury is again brought into open court. Taking of evidence continued. After hearing a part of the evidence, the jury is permitted to separate under proper instructions until 9:00 A. M., Monday, February 20, 1933.

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 17, 1933.

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

STATE OF INDIANA)
VS) 7311.
ELMER ROSS)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and files motion to dismiss this cause. The court having seen and examined said motion, now sustains the same. This cause is dismissed.

STATE OF INDIANA)
VS) No. 7322.
LEO NORMAN)

Comes now the State of Indiana, by John A. Kendall, Prosecuting Attorney, and files motion to dismiss this cause. The court having seen and examined said motion, now sustains the same. This cause is dismissed.

JESSIE DOOLEY)
VS) No. 13709.
BERT DOOLEY)

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.)

VIRGINIA CAROLINA CHEMICAL COMPANY)
VS) No. 13720.
C. E. WIGGAM, ET AL.)

Defendants in this cause of action are ruled to answer complaint herein on or before February 25, 1933.

THE H. LIEBER COMPANY)
VS) No. 13764.
BLAIR TAYLOR)

The defendant in this cause of action ruled to answer complaint herein or or before February 25, 1933.

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 18, 1933.

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

M E M O R I A L

James L. Clark, the third of six men who have served as Judges of the Hendricks Circuit Court, died at his home in Danville, Wednesday evening, February 15, 1933. He was born near Cartersburg, Hendricks County, Indiana, on December 17, 1854. He was blessed with those traits of character so common in the early pioneer of Indiana which lead him on to high positions, arriving there by steps commonly followed in the early days; progressing from district school to Normal School at Valparaiso, thence to teaching a district school, thence to telegraph operator, thence to deputy Clerk of the Hendricks Circuit Court and thence to the law office of Enoch Hogate with whom he was associated for a number of years. He was admitted to the Hendricks County Bar on the 5th day of January, 1886, where he practiced continuously thereafter until he was elected as Judge of the Hendricks Circuit Court in 1906. He served one term as Circuit Judge and on May 1, 1913, was appointed a member of the first Public Service Commission in Indiana, from which position he retired in 1917. Following his retirement from the Public Service Commission he formed a partnership for the practice of law with J. W. Nichols, which partnership continued for several years and in 1929 he formed a partnership with A. J. Kahl, which partnership continued until his death.

The members of the Hendricks County Bar mourn the death of Judge Clark with an uncommon sorrow. In his death this Bar has lost a respected and conscientious member, one whose public and private life was exemplary, and his highest arim as practitioner was to assist the courts in the administration of justice and to arrive at the real truth in all affairs in which he was in any wise connected.

At the Bar he was a successful practitioner and his administration as Judge of the Hendricks Circuit Court was tempered with mercy and forebearance with the view of assisting humanity, rather than in its punishment, and the gratitude that comes to all who aid their fellow man was in full measure enjoyed by Judge Clark. His religious profession he made worth while by his conduct. He was courteous and kind, brave and courageous.

His character as a man, lawyer and jurist was that which is worthy of emulation by members of the legal profession. It was such as made the community better for his having lived.

The words of Albert A. Woldman written on the death of William Howard Taft might well be repeated here:

A Sheriff grim has to your chambers come
With writ that summons you to that high court -
Tribunal merciful of last resort -
Where no appeal prevails - where all succumb
To the Great Judge's laws. Though stilled and dumb
Your voice for years in valued law report
Will speak and for imperiled right exhort

Eternal justice. In men's hearts will hum
Your praise as one who waged a fearless fight
For peace; who waved a sceptre to the end
That men be ruled by mind and not by might;
Whose sparkling wit and golden heart did blend
With love to raise you to the mountain height -
Oh, statesman, jurist, judge and mankind's friend.

Geo. W. Brill

The Boone County Bar Association — Zimri E. Dougan

by Elza O. Rogers, President — A. J. Stevenson

HENDRICKS COURT BAR COMMITTEE ON RESOLUTIONS.

RESOLUTION BY THE COURT AND BAR OF PUTNAM COUNTY, IN MEMORY OF JUDGE CLARK.

A summons was served upon Judge Clark by the higher Court, which summons will sooner or later likewise be served upon each and all of us, and we must answer the same at once, as there will be no stay or delay granted.

Judge Clark with his well known composure, has answered that summons, and received his sentence, from which there is no reprieve or appeal. We know of no one better prepared to answer that summons and enter the higher Court and receive his sentence than Judge Clark. He always met his adversary in the Court Room without armor or artifice. He stood in the open four square. He was true to himself and it naturally followed that he could not be untrue to his client. More need not be said of any man. His varied and wide experiences in long years of service, as a lawyer and jurist, gave him a far reaching and clear prospective which extended beyond the vision of the ordinary lawyer.

In the many years of active practice at the Hendricks County Bar, and in adjoining circuits he had earned an enviable reputation as a lawyer. His influence with both Judge and Jury in the presentation of a case, was effective, because of his reputation for honor. He learned early in the practice of his chosen profession that nothing is so valuable to a lawyer as a reputation, that, under no circumstances, would he knowingly misstate a proposition of law, or mis-quote the evidence. It can be said without fear or contradiction, that he never undertook to obliterate the line between right and wrong, in order that he might have an advantage. He met every requirement of the most exacting standard of a lawyer.

Heaven had blessed him with a high nature with knew no disguise, and scorned all unmanly concealment. He knew no art, pretense with all its fell treain of poisons, had no home in his bosom. How beautifully, how happily were all the elements of our higher nature comingled in him. He was ever distinguished by the same lofty characteristic, the same scrupulous regard for honor and propriety, the same sound discriminating judgment, and a preception usually clear and correct.

He was well known to the Putnam County Bar, where he had served as special Judge, and had tried many law suits. He was always welcome, in the Putnam Circuit Court, both as a Judge and as a Lawyer. We knew what to expect of him in a legal battle. We knew that he would carry the fight to the open without any pretenses or alibies.

We deeply regret his going, because it is such presonages as Judge Clark in the profession that makes us rejoice that we are lawyers.

Yours respectfully,

JUDGE OF PUTNAM CIRCUIT COURT AND
THE BAR.

MORGAN COUNTY BAR MEMORIAL TO
JUDGE JAMES L. CLARK.

The Morgan County Bar Association has learned with much regret of the passing of Judge James L. Clark of the Hendricks County Bar. His years of useful service as a lawyer, a judge and in public life, demonstrated not only his professional ability, but disclosed a most noble and lovable character. From the very worth of the man we learned to respect and admire him as a citizen and love him as a friend. His life and work were fitting tributes to his profession and he will be remembered by us as a fine example of a good lawyer, a worthy citizen and a faithful friend.

Now, therefore, Be It Resolved by theMorgan County Bar Association that in the death of Judge Clark the Bar of Indiana has lost a member who has greatly enriched the profession and the State has lost a good citizen and faithful public servant;

Be It Further Resolved that we join with the Hendricks County Bar in extending our sympathy to the family of the deceased and that a copy of this memorial be filed with the Hendricks County Bar Association.

J. W. Williams

J. C. McNutt

S. C. Kivett

Committee.

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 20th, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

JOHN E. VESTAL)
VS) No. 13479. Judgment vs Deft.for Costs. J.D.16 Pg.84.
THE PENNSYLVANIA RAILROAD CO.)

Come now the parties and by agreement this cause is dismissed at defendant's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the defendant pay the costs taxed at _____dollars and _____ _____Cents.

JOHN E. VESTAL)
VS) No. 13480. Judgment vs Deft.for Costs. J.D.16 Pg.84.
THE PENNSYLVANIA RAILROAD COMPANY)

Come now the parties and by agreement this cause is dismissed at defendant's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the defendant pay the costs taxed at _____dollars and _____cents.

LEROY STUART,ETC.)
VS) No. 13782.
GREYHOUND LINES, INCORPORATED,ET AL.)

Come now again the parties and the jury is again brought into court. Taking of evidence continued and concluded. The jury permitted to separate under proper instructions until 8:30 o'clock A. M., Tuesday, February 21, 1933.

STATE OF INDIANA)
VS) No. 7350.
J. H. NEFF)

Comes now the State of Indiana by John A. Kendall, 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.

The court fixes the defendant's bond in the amount of Five Hundred Dollars.

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 21, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

FEDERAL SURETY COMPANY, A CORPORATION)
VS) No. 13307.
FLOYD L. WHICKER)

Comes now Slaymaker, Merrell, Ward & Locke and withdraw their appearance for the plaintiff herein.

LEROY STUART,ETC.)
VS) No. 13782.
GREYHOUND LINES, INCORPORATED)

Come now again the parties and the jury again brought into open court and before the argument the plaintiff tenders instructions numbered from 1 to 13, inclusive, and the defendant tenders instructions numbered from 1 to 16 inclusive, and requests the court to indicate before argument what instructions will be given and which of the instructions tendered will be refused. And the court now indicates that it will give of the instructions tendered by the plaintiff numbers 1, 5, 8, & 12, and the court refuses to give of the instructions tendered by the plaintiff numbers 2, 3, 4, 6, 7, 9, 10, 11, & 13, to the refusal of each one of which the plaintiff objects and excepts.

And the court indicates that it will give of the instructions tendered by the defendants numbers 2, 3, 4, 6, 7, 8, 9, 12, & 16, and the court refuses to give of the instructions tendered by the defendants numbers 1, 5, 10, 11, 13, 14, & 15, to the refusal of each one of which the defendants each for himself separately and severally objects and excepts.

And the court indicates that it will give of its own motion instructions numbered from 1 to_____, inclusive.

The defendants request an hour and a half for argument, which request the court refuses, and to which refusal the defendants each separately and severally objects and excepts. The court allows an hour and fifteen minutes to each side for argument.

Arguments heard and concluded. At the close of the argument the court instructs the jury in writing, giving of its own motion instructions numbers 1 to _____, inclusive, to the giving of each one of which the plaintiff and each defendant, each for himself separately and severally objects and excepts. And the court gives of the instructions tendered by the plaintiff numbers 1, 5, 8, & 12, to the giving of each one of which the defendants each separately and severally objects and excepts. And the court gives of the instructions tendered by the defendants numbers 2, 3, 4, 6, 7, 8, 9, 12, & 16, to the giving of each one of which the plaintiff objects and excepts.

Now all instructions including those given and those tendered and refused are ordered filed with the Clerk of this court as a part of the records in this case, which is now done.

Jury retires in charge of a sworn officer to deliberate.

Jury again brought into court and returns a verdict for the plaintiff in the sum of Two Thousand Two Hundred and Fifty Dollars, which verdict is in words and figures following, to-wit:

LEROY STUART, etc)
VS) CAUSE NUMBER 13782.
GREYHOUND LINES, INC., et al.)

We, the jury, find for the plaintiff and against the defendants, and assess his damages in the sum of $2250.00 .

Chas. E. Hyer
FOREMAN

STATE OF INDIANA, ex rel, JAMES M. COSLER)
VS) 13819
LEWIS L. POUNDS, ETC. ET AL.)

Comes now the defendants by counsel and files demur to complaint, which demur is in words and figures following, to-wit: (H.I.).

MARK M. SMALL, ETC.)
VS) 13827.
J. N. WHITTINGHILL, ET AL.)

Come now the plaintiff and files motion to dismiss this cause, which motion is in words and figures following, to-wit: (H.I.). The court having seen said motion now sustains the same.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, the costs having heretofore been paid.

MINNIE E. McPHEETERS)
VS) No. 13817. Judgment vs Frank Stringer & Grace B. Stringer for $3543.95 and Costs. J.D.16 Pg.84.
FRANK STRINGER AND GRACE B. STRINGER, his wife; STERLING STRINGER AND BERYLE TROTTER STRINGER, his wife:)

Comes the plaintiff, Minnie E. McPheeters, by counsel, and comes also defendant, Beryl Trotter Stringer, by her counsel.

Whereupon the plaintiff produces and exhibits to the Court the summons issued to the Sheriff of Hendricks County, Indiana, for the defendants, and from which summons, and the return of the sheriff endorsed thereon, the Court finds that defendant, Beryl Trotter Stringer, was served with process, and notice of the pendency of this action, more than ten days before the 31st day of January, 1933, the day fixed by the plaintiff, by endorsement upon her complaint, for said defendant to apear and answer the complaint herein. Said summons and Sheriff's return indorsed thereon are as follows, to-wit: (H. I.).

And now defendant, Beryl Trotter Stringer, files answer to the complaint as follows, to-wit: (H.I.).

And now defendants, Frank Stringer, Grace B. Stringer, his wife; and Sterling Stringer, all file answer to the complaint as follows, to-wit: (H.I.).

And now this cause, being at issue upon plaintiff's complaint and the answers of the defendants thereto, is submitted to the Court for trial, finding, judgment and decree without the intervention of a jury.

And now the Court, having heard the evidence and being fully advised says and finds:-

That the complaint in this cause was filed in the office of the Clerk of this Court on January 20th, 1933, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for the defendants; that, pursuant to said indorsement, the Clerk issued said summons, as directed, which summons was duly served, as commanded, as heretofore found by the Court.

The Court further finds that on the 16th day of April, 1929, defendant, Frank Stringer, was the owner of the following described real estate in Hendricks County, Indiana, to-wit:-

The East half of the North East quarter of Section Seventeen (17) and thirty-two (32) acres of uniform width off of and across the entire West side of the West half of the North West quarter of Section Sixteen (16), all in Township Sixteen (16) North, Range Two (2) West, containing in all 112 acres more or less.

Also, the North West quarter of the South West quarter of Section Sixteen (16), Township Sixteen (16) North, Range Two (2) West, containing 40 acres, more or less; and in all 152 acres, more or less.

That on said date the said defendant effected a loan of and from the plaintiff, Minnie E. McPheeters, in the sum and amount of $3000.00, and as evidence of said loan and his promise to repay the same, on the said 16th day of April, 1929, the said Frank Stringer executed and delivered to the plaintiff his certain promissory note for the sum of $3000.00, payable two years after date, and four interest coupon notes, each for the sum of $120.00, representing the interest due on said principal note on the 16th day of October, 1929, April 16th, 1930, October 16th, 1930, and April 16th, 1931; to secure the payment of said notes, when they severally became due, and the debt evidenced thereby, defendants, Frank Stringer and Grace B. Stringer, his wife, executed and delivered unto the plaintiff their certain mortgage upon the foregoing described real estate; that said mortgage was dated April 16th, 1929, duly acknowledged by the said mortgagors and filed for record in the Recorder's Office of Hendricks County, Indiana, at 11:43 o'clock A. M. of the 18th day of April, 1929, and recorded in Record 88, page 154 of the records of said office.

The court further finds that subsequent to the execution of said mortgage, on, to-wit:-the 30th day of September, 1929, the said mortgagors, Frank Stringer and Grace B. Stringer, his wife, conveyed the real estate described in said mortgage unto defendants, Sterling Stringer and Beryl Trotter Stringer, husband and wife; that said grantees took and accepted said conveyance subject to plaintiff's mortgage; that the said Sterling Stringer and Beryl Trotter Stringer, husband and wife, are the present record owners of said real estate, subject, however, to plaintiff's mortgage line thereon.

The Court further finds that the allegations of the complaint are true, as therein alleged; that the interest coupon notes were all paid as they severally

became due; that thereafter the only interest paid upon the principal note is the sum and amount of $124.80, paid on the 25th day of March, 1932, and that there is now due plaintiff upon her complaint the following sums and amounts, to-wit:

Principal note and debt,	$3000.00
Interest thereon,	319.20
Taxes paid, and interest thereon	74.75
Fee for Plaintiff's attorney	150.00

that said sums are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to a judgment against defendants, Frank Stringer and Grace B. Stringer, and against each one thereof severally, for a total of said amounts, in the sum of $3543.95 , all without relief from valuation and appraisement laws.

The Court further finds for the plaintiff upon her complaint, that she is entitled to have the mortgage set out and described in the complaint foreclosed, as against all of the defendants, and the real estate described in said complaint sold to pay and satisfy the amount found by the Court to be due plaintiff upon her 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 defendants, Frank Stringer and Grace B. Stringer, and from each one thereof severally, the sum of $3543.95, and the costs and charges of this action, taxed at $_____, all without any relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the Court that the 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 said defendants, and of all persons claiming by, under or through them, or any of them, in and to the real estate described in the complaint, and heretofore set out and fully 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 claims of said defendants, and of all persons claiming from, under or through them, or any one 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 lands are sold on execution, the sale to be without any relief from valuation and appraisement laws, and free from all claims of the defendants, or any one of them, and of all persons claiming by, under or through them or any one of them; 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 costs of sale;

Second: To the payment of the amount found due the plaintiff upon her complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the date of said judgment, to-wit:-February 21, 1933, to date of sale, at the rate of eight per cent per annum;

Third: The overplus, if any, the Sheriff is ordered to pay into Court for the use and benefit of the parties to whom it may rightfully belong, as the Court shall determine.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy saidcosts and accruing costs, judgment and interest, the balance thereof, so remaining unpaid, shall be made out of the goods and chattels, Lands and tenement of the defendants, Frank Stringer and Grace B. Stringer, or either of them, subject to execution, and sale thereof shall be made without any relief from valuation and appraisement laws.

It is further ordered by the Court that a duly certified copy of this judgment and decree, under the hand of the Clerk and seal of this Court, shall be sufficient authority to said Sheriff to serve and execute the same.

And the Court being advised concerning the appointment of a receiver to take charge of the mortgaged premises during the year of redemption to protect and preserve the same and to make application of the rents and profits thereof, does now find for the plaintiff upon that phase of the case, that the allegations of her complaint in respect thereto are true and that a receiver should be appointed to take charge of said real estate, rent the same, protect and preserve said premises during the year of redemption and make application of the rents and profits as the Court shall order. And now the Court appoints John Smith as such receiver, and he is ordered to give bond in the sum of $600.00 for the faithful discharge of his duties as such receiver.

And further proceedings herein are continued.

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 22, 1933.

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

STATE EX REL LUTHER F. SYMONS)
VS) No. 13802.
PITTSBORO STATE BANK)

Comes now the Receiver in the above cause and files petition to pay certain claims as preferred claims which petition is in the words and figures following, to-wit: (H.I.).

The court having seen and examined said petition now orders said receiver to pay said claims as preferred claims as prayed for in said petition as follows:-

W. W. Williams, $91.35; United States Government, $23.00; Pittsboro Water Company, $212.64; Guardian Trust Comoany of Cleveland, Ohio, $30.00; Mrs. C. O. Stenberg, $25.00; M. B. Warren, $1.60.

JESSIE DOOLEY)
VS) No. 13709.
BERT DOOLEY)

Come now the parties and the defendant files answer to cross complaint.

This cause being at issue, the same is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the evidence 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, February 23, 1933.

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

STATE OF INDIANA)
VS) No. 7349.
RUTH NEFF)

Comes now the State of Indiana, by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for her plea says that she is not guilty. The court now fixes her bond in the amount of Five Hundred ($500.00) Dollars.

STATE OF INDIANA)
VS) No. 7351.
VERN BRATTON)

Comes now the State of Indiana, by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for his plea says that he is not guilty. Defendant permitted to go on own recognizance under further order of court.

CYRUS O'HAIR)
VS) No. 13768.
SECURITY TRUST COMPANY, ET AL.)

Comes now the defendants, Security Trust Company, and Irving W. Lemaux, and fies motion for new trial, which motion is in words and figures following, to-wit: (H. I.).

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER & LIGHT COMPANY)

Come now the parties in person and by counsel, and this cause being at issue the sheriff of Hendricks County is ordered to bring into court the following named jurors for jury service:- Harry J. Robbins, William M. Parsons, Harold Mason, Chas. E. Hyer, Harley McIntyre, Atlas Stewart, Walter Flynn, Theodore Ogden, Edward Baumer, Charles Haworth, Gilbert Wheeler, and Wilbur Lowder, 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 a true verdict give according to the law and evidence introduced. After hearing a part of the evidence in this case the jury is permitted to separate under proper instructions until 9:00 o'clock A. M., Friday, February 24th, 1933.

Thursday, the 23rd of February, 1933, and the 46th day of the January Term, 1933.

GUY G. CUMBERWORTH)
VS) No. 13573. **Judgt. vs Pltf. for Costs.**
RUTH S. COLEMAN) **J. D. 16, Page 85.**

This cause having been set for trial and the plaintiff failing to appear, the cause is now dismissed by the court for want of prosecution of plaintiff's cause.

It is therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs 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 24th, 1933, and the 47th day of the January Term, 1933.

Friday Morning, February 24th, 1933.

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

VESTAL C. DAVIS)
VS) No. 13652. **Judgt. vs Deft. for $183.20 and Costs.**
O. M. PRUITT) **J. D. 16, Page 86.**

Come now the parties by counsel, and by agreement the court now finds for the plaintiff, that thereis due plaintiff on the note sued upon in principle and interest the sum of One Hundred and Sixty-Six and 55/100 ($166.55.) Dollars, and the further sum of Sixteen and 65/100 ($16.65), Dollars, as a fee for the services of plaintiff's attorney, all of which sums plaintiff is entitled to have and recover 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, Vestal C. Davis, have and recover of and from the defendant, O. M. Pruitt, the sum of One Hundred and Eighty-Three and 20/100 ($183.20) Dollars, all without relief from valuation or appraisement laws, together with the costs of this action taxed at Eight Dollars and Ninety Cents.

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER AND LIGHT COMPANY)

Come now again the parties, the jury is again brought into open court. Taking of evidence continued. Jury permitted to separate under proper instructions until 9:00 o'clock A. M., Saturday, February 25, 1933.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA)
VS)
OTTO M. MOORE, ET AL.)

Comes now the plaintiff by counsel and files amended complaint making new parties defendants, which amended complaint is in words and figures following to-wit; (H.I.). Summons ordered issued to new parties returnable March 10, 1933.

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

A. J. Stevenson Judge.

Saturday Morning, the 25th day of February, 1933.

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

WILLIAM H. BALDAUF)
MINA E. BALDAUF)
VS) No. 13730.
THOMAS H. KINNEY)
MARGARET KINNEY)

Come now the parties, and the plaintiffs file seven interrogatories to be answered by the defendants under oath and now moves the court for a rule upon the defendants to answer the same by a day certain, which motion the court sustains, and the defendants are now ruled to make answer to said interrogatories on or before the 6th day of March, 1933.

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER)
AND LIGHT COMPANY)

Come now again the parties, the jury is again brought into open court. Taking of evidence continued.

At the close of plaintiff's case in chief, defendant moves to strike out parts of testimony of witness Lyons. The court now overrules said motion, to which ruling the defendant excepts. And the defendant also moves to strike out parts of testimony of witness Kimberly. Motion overruled, to which ruling the defendant objects and excepts. Taking of evidence continued. Jury permitted to separate under proper instructions until 9:00 o'clock A. M. Monday, February 27, 1933.

MARIE RUSSELL, ETC.)
VS)
CIRCLE CAB CO., ET AL.) No. 13805.

Comes now Clyde P. Miller and withdraws his appearance for plaintiff in this case, which withdrawal is in words and figures following, to-wit: (H.I.).

MINNIE E. McPHEETERS)
VS) No. 13817.
FRANK STRINGER, ET AL.)

And now comes John Smith, heretofore appointed receiver in this action, accepts said appointment and tenders bond, as heretofore ordered, conditioned for the faithful discharge of his duties as such receiver, which bond the court now in all things approves. Said bond and the written approval of the court indorsed thereon as as follows, to-wit:- (H.I.)

And now the said John Smith is duly sworn, as by law provided, to faithfully and honestly discharge the duties of his trust under this appointment, and he is ordered by the court to take charge of the real estate and property over which he has been appointed receiver and to protect, manage, preserve, rent and otherwise control the same during the pendency of this action and until further order of the court.

And further proceedings herein are continued.

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 27, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA)
VS) No. 13776
ARCHIBALD A. FIGG, ET AL)

On this 27th day of February, 1933, the 49th judicial day of the January term of the said court, the same being the day set for the hearing of this cause, personally appeared the defendants_____, and the plaintiff being represented by the Attorney General, Philip Lutz, Jr. Assistant Attorney General, James D. Sturgis. _____, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on Jan. 10th, 1933, and it further appearing that said defendants entered their appearances herein on said date and the court being duly advised in the premises and having examined the complaint herein, now finds that the plaintiff's complaint is proven and true and that said plaintiff is entitled to condemn and appropriate the strip of land described in the complaint for highway purposes as alleged in said complaint, which strip of land is described as follows:

A parcel of land lying in Sections nine (9) and ten (10), Township fifteen (15) North, Range two (2) West, Hendricks County, Indiana, more particularly described as follows, to-wit:

Beginning at the intersection of the present South right of way line of U. S. Road No. 36 with the East right of way line of a North and South public road, said North and South public road being located along the West line of the East half of the East half of the Northeast quarter of said section nine (9); thence in an Easterly direction along said present South right of way line a distance of thirty-two hundred thirty-seven (3237) feet to the East line of the Northwest quarter of said section ten (10); thence South a distance of nine and five tenths (9.5) feet to the proposed South right of way line; thence along said proposed South right of way line North eighty-nine (89) degrees and thirty-three (33) minutes West a distance of thirty-two hundred nineteen (3219) feet; thence in a Southwesterly direction to a point on the East right of way line of said North and South public road, said point being twenty (20) feet South of the point of beginning; thence North along said East right of way line to the point of beginning.

The above described parcel of land being right of way necessary for the construction of the proposed highway improvement and containing seventy-two hundredths of one (0.72) acre, more or less.

That said highway as proposed by the plans and specifications of the State Highway Commission will be of hard surface construction and will confer benefits upon the adjoining land of said owners described as follows:

W.½ - N.W.¼ --- Sec. 10 - T. 15 N. - R. 2 W. -- 80.00 acres
E. Pt. E.½ N.E.¼ Sec. 9 - T. 15 N. - R. 2 W -- 38.50 acres
E.½ - N.W.¼ --- Sec. 10 - T. 15 N. - R. 2 W -- 80.00 acres

And the court further finds that three disinterested freeholders of said county should be appointed as appraisers to view said real estate and assess the damages, if any, to which defendants may be entitled.

It is, therefore, ordered, adjudged and decreed that said real estate as above described should be, and is, hereby condemned for uses and purposes as described in the complaint and the court now appoints John G. Shelton, Henry Rodney, and Calvin Stout, three disinterested freeholders of Hendricks County, Indiana, to assess the damages, if any, to which said_____, defendants herein, may sustain by reason of the highway improvement as proposed in said complaint, and the court hereby orders and directs said appraisers to meet in a body at the office of the clerk of this court on the 28th day of February, 1933, at 10 o'clock, A. M., on said date, and after being duly sworn by said clerk according to law, to proceed in a body to the

premises of said defendants and view the strip of land to be condemned and to file their report with the Clerk of said court on or before the 1st day of March, 1933, at 10:00 o'clock, A. M., on said date.

It is further ordered by the court that the clerk shall issue to said appraisers a certified copy of this order, which shall be their warrant and upon which they shall proceed to assess said damages, if any, and to report to said clerk as aforesaid.

GRAND AND PETIT JURORS, DRAWN FOR THE MARCH TERM, 1933.

BE IT REMEMBERED, That on the 27th day of February, 1933, Charles E. Higgins and Lawrence G. Vannice, 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 service at the March Term, 1933, of this court, viz:

1. Allen Johnson	Franklin Township
2. B. M. Pridemore	Franklin Township
3. Walter Jessup	Guilford Township
4. Ora Blacketer	Union Township
5. Ralph Rohn	Union Township
6. Lars Ellis	Center 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, 1933, of this court, viz:

1. Edgar Foudray, Jr.----Washington Twp.
2. J. K. Edwards --------Liberty Twp.
3. Edgar Daugherty-------Center Twp.
4. Leland West----------Clay Twp.
5. J. Henry Clay---------Eel River Twp.
6. Charles Beasley-------Center Twp.
7. L. A. Welty----------Clay Twp.
8. Galen Hicks----------Middle Twp.
9. Mason Bryant---------Center Twp.
10. Carl Clark----------Middle Twp.
11. Olson Hunt----------Marion Twp.
12. Charles Freeland-----Union Twp.
13. Claud Boyd----------Franklin Twp.
14. Jewell C. Gosset-----Eel River Twp.
15. J. O. Tinder---------Center Twp.
16. Herman W. Ramsey------Guilford Twp.
17. Orse Armstrong--------Union Twp.
18. Chas. O. Kirtley------Union Twp.
19. Cleo Hubble----------Eel River Twp.
20. Everett Newlin--------Guilford Twp.
21. William Haag----------Brown Twp.
22. Willard Berry---------Clay Twp.
23. Frank McClung---------Middle Twp.
24. Paul Herod-----------Clay Twp.
25. Claude H. Robbins-----Eel River Twp.
26. Albert W. Beaman------Middle Twp.
27. Orpheus Bodenhammer---Franklin Twp.
28. Doris Hurst----------Clay Twp.
29. Patrick J. Walsh------Lincoln Twp.
30. Fred Creech----------Center Twp.

FIDELLAR C. KIRKHAM)
VS) No. 13825
THE UNION CENTERAL LIFE INSURANCE COMPANY)

Defendant in this cause ruled to answer complaint herein on or before March 6, 1933.

Monday, February 27th, 1933, and the 49th day of the January Term, 1933.

MISHAWAKE RUBBER & WOOLEN MANUFACTURING COMPANY)
VS) 13712.
E. M. WOODWARD.)

Comes now the defendant and files motion to make Bill of Particulars more specific, which motion is in words and figures following, to-wit: (H.I.).

URBAN V. MOORE)
VS) 13804.
INDIANAPOLIS POWER & LIGHT COMPANY)

Come now again the parties. The jury is again brought into open court. Taking of evidence continued and concluded. Jury permitted to separate under proper instructions until 8:30 o'clock, A. M., Tuesday February 28, 1933.

STATE OF INDIANA)
VS) 7345.
LEO NORMAN)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person and by counsel and the defendant in open court waives arraignment and enters a plea of not guilty. Bond fixed at Five Hundred ($500.00) Dollars.

THE H. LIEBER COMPANY)
VS) No. 13764.
BLAIR TAYLOR)

Comes now the defendant by counsel and files answer in general denial, which answer is in 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, the 28th day of February, 1933, and the 50th day of the January Term, 1933.

Tuesday Morning, February 28, 1933.

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

L. WALLACE OSBORNE)
VS) # 13737. **Judgt. vs Defts. for $83.45 and Costs.**
HARVEY F. DAVIDSON, ET AL.) **J. D. 16, Page 86.**

Comes now the plaintiff by his attorney, A. J. Kahl, and comes also the defendants, and the defendants having heretofore filed answer in general denial, said case coming on for hearing is now submitted to the court for trial, finding, and decree.

And the court having heard the evidence and being sufficiently advised in the premises, finds for the plaintiff, and that the allegations of the complaint are true and that there is due plaintiff from the defendants the sum of Seventy-Five and 95/100 Dollars, principle and interest, and the further sum of Seven and 50/100 Dollars, as and for a fee for his attorney.

It is, therefore, considered, ordered and adjudged by the court that the plaintiff have and recover of and from the defendants the sum of Eighty-Three and 45/100 Dollars, all without relief from valuation or appraisement laws of the State of Indiana, together with the costs in this case taxed at _____ Dollars and _____ Cents.

STATE OF INDIANA)
VS) No. 13776.
ARCHIBALD A. FIGG, et al)

Appraisers heretofore appointed appear and qualify. Ordered to filed report on March 1, 1933. Appraisers now come and file report of appraisement, which report is in words and figures following, to-wit: (H.I.).

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER & LIGHT COMPANY)

Come now again the parties, and the jury is again brought into open court. And before the argument the plaintiff tenders written instructions numbered from 1 to 4 inclusive, and the defendant tenders written instructions numbered from 1 to 25 inclusive, together with interrogatories numbered from 1 to 8 inclusive, and asks the Court to indicate before the argument what instructions will be given. And now the court indicates that it will give of the instructions tendered by the plaintiff numbers 1, 2, 3, and 4, and that it will give of the instructions tendered by the defendant numbers 3, 4, 5, 6, 8, 10, 14, 19, and 23, and the court refuses to give of the instructions tendered by the defendant numbers 1, 2, 7, 9, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22, 24, and 25, to the refusal of each one of which the defendant at the time separately objects and excepts. And the Court indicates that it will give of its own motion instructions numbered from 1 to 12 inclusive.

Argument heard and concluded. At the close of argument the Court instructs the jury in writing giving of the instructions tendered by the plaintiff numbers 1, 2, 3, and 4, to the giving of each one of which the defendant objects and excepts. And the court gives of the instructions tendered by the defendant numbers 3, 4, 5, 6, 8, 10, 14, 19, and 23, to the giving of each one of which the plaintiff at the time objects and excepts. The Court gives of its own motion instructions numbered from 1 to 12 inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately objects and excepts. And the Court submits interrogatories numbered from 1 to 8, to be answered by the jury together with their verdict.

Jury retires in charge of a sworn officer to deliberate.

And now all instructions including both those given and those tendered and refused are ordered filed with the clerk of this court and made a part of the record in this case which is now done, which instructions are in words and figures following, to-wit: (H.I.).

And now the defendant presents its Bill of Exceptions containing the objection and ruling of the court in argument of counsel, which Bill of Exceptions is now signed by the Court and ordered filed with the Clerk as a part of the record in this case, which is now done, which Bill of Exceptions is in words and figures following to-wit: (H.I.).

STATE OF INDIANA)
VS) 7352
WARREN ROBERTS)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, comes also the defendant in person and by counsel and the defendant being duly arraigned in open court for his plea says that he is guilty of the offense charged.

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 1, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER & LIGHT COMPANY)

Jury again brought into court, and return a verdict for the plaintiff in the sum of Ten Thousand ($10,000.00) Dollars, which verdict is in words and figures as follows:- "Urban D, Moore VS Indianapolis Power & Light Co., Cause Number 13804.

We, the jury, find for the plaintiff and assess his damages in the sum of $10000.00.

Chas. E. Hyer
Foreman "

Jury also return answers to interrogatories, which interrogatories and answers are as follows:-

DEFENDANT'S INTERROGATORIES.

The Indianapolis Power & Light Company, defendant in the above entitled cause, submits the following interrogatories and moves the Court for an order requiring the jury to answer the same in connection with their general verdict.

Q. 1. At the time of the explosion back of the switchboard was plaintiff in fornt of the east panel of the switch-board?

A. Partially

Q. 2. At the time of the explosion did plaintiff have tobacco in the fingers of his right hand?

A. Yes.

Q. 3. At the time of the explosion was plaintiff's right hand close to his mouth?

A. Yes.

Q. 4. At the time of the explosion were the fingers of Plaintiff's right hand in front of his face?

A. Yes.

Q. 5. At the time of the explosion was plaintiff looking at the volt meter on the east panel of the swith-board?

A. Yes.

Q. 6. How close to the front of the east panel of the swith-board was plaintiff at the time of the explosion?

A. Six to eight inches.

Q. 7. Was plaintiff standing on a rubber mat at the time of the explosion?

A. Yes.

Q. 8. At the time of the explosion was plaintiff in front of an open space between the east end of the switch-board and the east wall of the building?

A. Partially.

E. M. Blessing Otis Gulley
White, Wright & Boleman
Attorneys for Defendant
Chas. E. Hyer, Foreman

Jury polled at request of defendant, and there being no objections, jury now discharged.

ETHOR B. MILHON
VS
EARL BURTON, et al.

No. 12510. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 86.

This cause dismissed by the court for want of prosecution at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff pay the costs taxed at _____Dollars and _____Cents.

NELLE A. WEAVER
VS
SARAH IBERN CRADDICK, et al.

No. 13894.

Comes now the plaintiff by counsel and files affidavit of non-residence of defendants. Non-residence notice ordered published, returnable May 1, 1933.

STATE OF INDIANA
VS
PAUL A. VITTETOW

No. 7287.

Comes now again the State of Indiana, by John A. Kendall, Prosecuting Attorney, and it appearing to the court that the defendant is not contributing to support of child, warrant is ordered issued for re-arrest of said defendant to sheriff of Hendricks County.

STATE OF INDIANA
VS
WARREN ROBERTS

No. 7352. **Judgt. vs Deft. for $25.00 Fine and Costs.**
J. D. 16, Page 86.

Comes now again the State of Indiana, by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person and by counsel and the court being duly advised now finds that the defendant is guilty of the crime charged.

It is, therefore, ordered and adjudged by the court that the defendant for the offense by him commited be fined in the sum of Twenty-Five ($25.00) Dollars, and that he be imprisoned in the Indiana State Penal Farm for a period of thirty days, and that he pay the costs of this action taxed at _____Dollars and _____Cents, or stand committed until the same are staid or paid.

EVERRETT PICKETT
VS
HILDA PICKETT

No. 13152. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 87.

This cause is now dismissed by the court for want of prosecution at plaintiff's costs.

It is therefore considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff, Everrett Pickett, pay the costs taxed at _____Dollars.

JENNIE GULLEY
VS
HOME ASSURANCE COMPANY, ET AL.

No. 13276. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 87.

The court now dismisses this cause on his own motion for want of prosecution at plaintiff's costs.

It is therefore considered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff, Jennie Gulley, pay the costs taxed at _____Dollars and _____Cents.

EDWIN B. BOOTS
VS
MARSHALL E. WOODHEAD

13505. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 87.

It appearing to the court that this cause has been settled, the same is now dismissed by the court at plaintiff's costs.

It is therefore considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff, Edwin B. Boots, pay the costs taxed at _____Dollars and _____Cents.

J. WALTER SHANK
VS
THE PEOPLES STATE BANK

No. 13594.

Come now the parties, the court being duly advised sustains the plaintiff's motion to strike out a part of 4th paragraph in defendant's answer, to which ruling the defendant excepts.

THE PEOPLES STATE BANK, TRUSTEE
VS
ARTHUR W. SUHRE, ET AL.

No. 13669. **Judgt. vs Defts. for One Cent and Costs.**
J. D. 16, Page 87.

The court being duly advised now renders judgment on the verdict of the jury.

It is, therefore, adjudged and decreed that the plaintiff have and recover possession of the real estate described in plaintiff's complaint, together with damages in the sum of 1 cent for the unlawful withholding thereof.

It is further adjudged and decreed that the title of the plaintiff into the real estate described be quieted as against the defendants and each of them, all at the costs of the defendants.

JOHN G. WEIMER
VS
L. S. AYRES & COMPANY

No. 13766. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 88.

The court being duly advised, it is now adjudged and decreed that the plaintiff take nothing by his complaint, and that the defendants recover their costs of and from the plaintiff in the amount of _____Dollars.

GENERAL COURT ALLOWANCE FOR THE JANUARY TERM, 1933.

L. G. Vannice, Jury Commissioner		$ 3.00
Charles Higgins, Jury Commissioner		3.00
Frank Tucker, Clerk		99.45
Lewis L. Pounds, Sheriff		99.45
J. E. Airhart, Court Bailiff		123.93
Helen Harris, Court Reporter		121.99
The Frank Shepard Co,, Court Library		8.00
American Law Book Co., Court Library		8.00
The Lawyers Co-operative Publishing Co., Court Library		15.00
PETIT JURY		
Orian Merritt		48.75
Wilbur Lowder		81.00
Harley McIntyre		80.00
Edward Baumer		90.30
Harold Mason		77.00
Wm. A. Opple		19.20
Atlas Stewart		87.60
Charles E. Hyre		83.00
Harry J. Robbins		79.00
Charles Haworth		74.40
Theodore Ogdon		61.80
Rudolph Kiefer		43.40
Eber Phillips		45.00
C. J. Ritz		36.00
Walter Flinn		55.00
W. N. Parsons		52.40
Gilbert Wheeler		37.20
O. R. Coons		8.00
Carl W. Eads.		7.60
A. G. Blair		6.05
Oscar Montgomery		6.20
Vernon Nichols		6.05
Edgar Pennington		6.05
MEALS		
East Side Restaurant	Thirteen meals	6.50
E. D. Crawley	" "	6.50
C. E. Minter	" "	6.30
John Houseman	13 Midnight lunch and breakfast	13.00
Claude Blankenbaker	Twenty-six meals	6.50

GRAND JURY	
Elmer Gastino	$ 8.15
G. G. Groover	8.80
Vasil Salsman	9.00
Edgar L. Good	9.00
George McCleland	8.50
Ora W. Scott	8.00
T O T A L	$1663.07

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, 1933, of said Court.

And Court adjourned until Court in course,
Records read and signed in open court.

C. J. Stevenson Judge.

VACATION

BE IT REMEMBERED, That on the 2nd day of March, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) No. 7353.
WILLIAM ADAMS)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant, who being duly arraigned before the Judge in Vacation for his plea says that he is not guilty. Defendant permitted to go on own recognizance pending investigation.

Monday, March 6th, 1933, and the 1st day of the March Term, 1933.

Monday Morning, March 6th, 1933.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the March Term, 1933, which term of court was begun and continued at the Court House in the Town of Danville, in the County and State aforesaid, commencing on Monday, the 6th day of March, 1933, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, 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:

O. FRANK MUSSELMAN)
VS) No. 13675.
JOHN W. FRAZEE, ET AL)

Comes now the defendant and files answer and cross complaint, which answer and cross complaint are in words and figures following, to-wit: (H.I.). Defendant also files affidavit for change of venue from the Judge, which affidavit is in 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, the 7th day of March, 1933, and the 2nd day of the March Term, 1933.

Tuesday Morning, March 7, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

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

Record read and signed in open court.

A. J. Stevenson Judge.

Wednesday, the 8th day of March, 1933, and the 3rd day of the March Term, 1933.

Wednesday Morning, March 8, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

ALLEN A. WILKINSON LUMBER COMPANY
VS
GERTRUDE GATSON TROTTER, ET AL

No. 12120. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 88.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at $_____.

WILLYS OVERLAND, INCORPORATED
VS
RANDALL ROBERTS, ET AL

No. 12124 **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 88.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

INDIANA NATIONAL BANK
VS
CECIL PAGE

No. 12286. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 88.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

W. GRAHAM GUDGIL, ET AL
VS
THOMAS A. LANDON

No. 12442 **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 89.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

LEMMIE L. AGEE)
VS) No. 12725. **Judgt. vs Pltf. for Costs.**
THOMAS BLUNK) **J. D. 16, Page 89.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed and that the plaintiff pay the costs taxed at _____ _____Dollars.

GERTRUDE DICKERSON, ADMR., ETC.)
VS) No. 12891. **Judgt. vs Pltf. for Costs.**
CHICAGO, INDIANAPOLIS & LOUISVILLE RAILROAD COMPANY) **J. D. 16, Page 89.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

ELLISON ARBUCKLE)
VS) No. 12928. **Judgt. vs Pltf. for Costs.**
CARL WING) **J. D. 16, Page 89.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

PEARL BURGIN)
VS) No. 12938. **Judgt. vs Pltf. for Costs.**
LUTHER BURGIN) **J. D. 16, Page 90.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

WILLIAM D. SPERRY, ET AL)
VS) No. 13084. **Judgt. vs Pltf. for Costs.**
COLONEL J. DAVIDSON, ET AL) **J. D. 16, Page 90.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

STILWELL WILSON)
VS) No. 13102. **Judgt. vs Pltf. for Costs.**
FRED MARSHALL) **J. D. 16, Page 90.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

ANNA BOWEN)
VS) No. 13111. **Judgt. vs Pltf. for Costs.**
DAVID A. HIGGINS, ET AL) **J. D. 16, Page 90.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

GOODRICH BROTHERS COMPANY)
VS) No. 13145. **Judgt. vs Pltf. for Costs.**
J. F. BIEHL, ET AL.) **J. D. 16, Page 91.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

THE MEYER KISER BANK, GUARDIAN, ETC.)
VS) No. 13235. **Judgt. vs Pltf. for Costs.**
GAIL GREENEN) **J. D. 16, Page 91.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

EMMA C. BEADLES)
VS) No. 13258. **Judgt. vs Pltf. for Costs.**
CHESTER A. RYKER) **J. D. 16, Page 91.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____ _____Dollars.

GEORGE F. EGGERS, ET AL.)
VS) No. 13260. **Judgt. vs Pltf. for Costs.**
JOSEPH J. JOHNSON) **J. D. 16, Page 91.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

FEDERAL SURETY COMPANY, A CORPORATION)
VS) No. 13307. **Judgt. vs Pltf. for Costs.**
FLOYD L. WHICKER) **J. D. 16, Page 92.**

This cause now dismissed by the court for want of prosecution, at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

HATTIE TARVER)
VS) No. 13332. **Judgt. vs Pltf. for Costs.**
ALMA KITTLE, ET AL.) **J. D. 16, Page 92.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dolllars.

ERNEST C. SWAILS)
VS) No. 13376. **Judgt. vs Pltf. for Costs.**
EVA SWAILS) **J. D. 16, Page 92.**

The court now being duly advised, finds for the plaintiff, and that the allegations of his complaint are true, and that the plaintiff is entitled to a divorce from the defendant on the gounds therein alleged, all at the cost of the plaintiff.

It is, therefore, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff and defendant be and they are hereby dissolved, and the plaintiff is given a divorce from the defendant, and that the plaintiff pay the costs of this action taxed at _____Dollars.

ORAL WILLIAMS)
VS) No. 13389. **Judgt. vs Pltf. for Costs.**
MARIE PARKER) **J. D. 16, Page 92.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

C. V. NEAL, ETC.)
VS) No. 13406. **Judgt. vs Pltf. for Costs.**
HAROLD L. WATSON.) **J. D. 16, Page 93.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

JACOB A. LEFFLER)
VS) No. 13418. **Judgt. vs Pltf. for Costs.**
JOHN CASTNER) **J. D. 16, Page 93.**

Comes now the plaintiff, and on his motion this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

CONRAD C. STEFFEY)
VS) No. 13439. **Judgt. vs Pltf. for Costs.**
GEORGE B. GOOD) **J. D. 16, Page 93.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court this this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

RHODA JOHNSON)
VS) No. 13484. **Judgt. vs Pltf. for Costs.**
JOHN L. SHARP) **J. D. 16, Page 93.**

The court being duly advised, now renders judgment on the verdict of the jury.

It is, therefore, adjudged and decreed by the court that the plaintiff take nothing from the defendant, and that the defendant recover his costs taxed at _____Dollars.

PATRICK DUGAN)
VS) No. 13486. **Judgt. vs Pltf. for Costs.**
MARY DUGAN, ET AL.) **J. D. 16, Page 94.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

JOHN P. RYKER
VS
J. W. CANTOR, ETC.
No. 13497. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 94.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

NORTHERN INDIANA TELEPHONE COMPANY
VS
COMMERCIAL TELEPHONE COMPANY, ET AL.
No. 13499. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 94.

It appearing to the court that the above entitled cause has been settled, this case is now dimissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

KATHERYN LEONA MURPHY
VS
DENNIS HAROLD MURPHY
No. 13558. **Judgt. vs Pltf. for Costs.**
J. D. 16, Page 94.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

J. WALTER SHANK
VS
THE PEOPLES STATE BANK
No. 13594.

Comes now the plaintiff and files demurrer to 2nd, 3rd, and 4th paragraphs of answer, which demurrer is in words and figures following, to-wit:(H.I.)

EVA KESLER
VS
HENRY COX
No. 13621.

Comes now the defendant and files answer in 2 paragraphs, which answer is in words and figures following, to-wit: (H.I.).

ADDISON H. INGRAM
VS
MODERN WOODMEN OF AMERICA
No. 13660. **Judgt. vs Deft. for $2116.67 and Costs.**
J. D. 16, Page 101

Come now again the parties by counsel and the court overrules defendant's motion for a new trial, to which ruling the defendant objects and excepts.

It is, therefore, now adjudged and decreed that the plaintiff have and recover of and from the defendant the sum of $2116.67, together with the costs of this action.

Defendant prays an appeal to the Appellate Court of Indiana.

Appeal granted, and sixty days are given in which to file bond and Bill of Exceptions.

Bond fixed at Twenty Five Hundred ($2500.00) Dollars. Now the defendant suggests the

name of the National Surety Company as surety on said bond, which surety the court now approves.

O. FRANK MUSSELMAN
VS
JOHN W. FRAZEE, ET AL.
No. 13675.

Motion for change of venue granted, and the parties failing to agree, the court now submitts the names of Edgar M. Blessing, Charles V. Sears, and A. J. Kahl, practicing attorneys, from which to strike.

J. K. EVE
VS
SAM JORDAN
No. 13702.

Come now the parties and defendant files answer in two paragraphs, which answer is in words and figures following, to-wit: (H.I.).

JESSIE DOOLEY
VS
BERT DOOLEY
No.13709. **Judgt. vs Pltf. for Deft. for Costs.**
J. D. 16, Page 95.

Come now again the parties by counsel and the court being duly advised, finds for the plaintiff on her complaint, and that the plaintiff is entitled to an accounting against the defendant, and that the partnership heretofore existing should be dissolved.

The court further finds that there is due the plaintiff from the defendant the sum of Seven Hundred and Ten and 44/100 ($710.44) Dollars, which amount the plaintiff is entitled to have and recover of and from the defendant.

The court further finds for the defendant on his cross complaint, and that there is due the defendant from the plaintiff the sum of Four Hundred and Eighty-Eight and 43/100 ($488.43) Dollars, which amount the defendant is entitled to have set off as against the amount due and owing the plaintiff; that the balance of Two Hundred and Twenty-Two and 01/100 ($222.01) Dollars is a first lien against the partnership property owned by the defendants; that there is due Frank Gutherie from the partnership the sum of Thirty-Six and 65/100 ($36.65) Dollars which amount is also a lien against the partnership property.

It is, therefore, adjudged and decreed that the partnership heretofore existing between the plaintiff and the defendant be dissolved; that the partnership property be sold and out of the proceeds arising from said sale Thrity-Six and 65/100 ($36.65) Dollars be paid Frank Gutherie and out of the remaining one half due Bert Dooley he pay the plaintiff the sum of Two Hundred and Twenty-Tow and 01/100 ($222.01) Dollars, and any part remaining of his said one half be and become his personal property.

Costs equally against each party.

THOMAS CASSERLY)
VS) No. 13717.
WILLIAM H. BALDAUF, ET AL)

Come now the parties and the defendants, William H. Baldauf and Mina E. Baldauf, file four (4) interrogatories to be answered by the plaintiff under oath and now move the court for a rule upon the plaintiff to answer the same by a day certain, which motion the court sustains, and the plaintiff is now ruled to make answer to said interrogatories on or before the ____day of March, 1933.

DANIEL F. ROBERTS)
VS) No. 13725. **Judgt. vs Pltf. for Costs.**
JOHN CAYLOR) **J. D. 16, Page 95.**

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

WILLIAM H. BALDAUF, ET AL)
VS) No. 13730.
THOMAS H. KINNEY, ET AL.)

Comes now the defendant and files answer to interrogatories, which answers are in the words and figures following, to-wit: (H.I.).

FIDELAR C. KIRKHAM)
VS) No. 13825.
THE UNION CENTRAL LIFE INSURANCE CO.)

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

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, A CORPORATION)
VS) No. 13613.
COLLIE WIGGAM, ET AL.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, A Corporation, and the matter of the appointment of a receiver in this proceedings coming on for hearing, and the court, having heard the evidence and being dully advised, finds for the plaintiff, that the allegations of its complaint bearing upon said question are true and that a receiver should be appointed to take charge of the real estate covered by plaintiff's mortgage, and fully described in the complaint, during the year of redemption, to rent the same and collect the rents and profits thereof, to care for and preserve said real estate and the improvements thereon during said period of time.

It is, therefore, ordered by the court that a receiver in this cause be appointed to take charge of the real estate in question, rent the same and collect the rents and profits thereof and care for and preserve said real estate and the improvements thereon during the year of redemption.

And the court now appoints John C. Taylor such receiver, with full powers to do and perform the matters and things herein set out, and he is ordered to give bond in the penal sum of $600.00 with surety to the approval of the court.

And now comes the said John C. Taylor, accepts said appointment and tenders his said bond conditioned for the faithful performance of his duties as such receiver, under the orders of the court, which bond the court now approves, and does indorse his approval thereon. Said bond and the court's approval indorsed thereon are as follows, to-wit: (H. I.). And now the said John C. Taylor is duly qualified for the faithful discharge of his duties under his said appoinment, and is ordered to proceed with the duties of his trust. And time is given.

STATE OF INDIANA)
VS) No. 7328.
CLEO RIGGEN)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for his plea says he is not guilty. Bond fixed at Five Hundred ($500.00) Dollars.

STATE OF INDIANA)
VS) No. 7329.
CLEO RIGGEN)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for his plea says he is not guilty. Bond fixed at Five Hundred ($500.00) Dollars.

STATE OF INDIANA)
VS) No. 7354.
WILLIAM RAY)
CHARLES RAY)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and files Second count against defendant William Ray.

Now comes the State of Indiana by John A. Kendall, Prosecuting Attorney, and come also the defendants in person, who being duly arraigned in open

Court for their separate and several plea says they are each not guilty. Bond fixed at Two Hundred ($200.00) Dollars.

Now at the request of the defendant William Ray, the court appoints Charles V. Sears to defend said William Ray as a poor person.

STATE OF INDIANA)
VS) No. 13776.
ARCHIBALD A. FIGG, ET AL.)

Comes now the plaintiff by counsel and files Exceptions to report of appraisers, which Exceptions are in 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, March 9, 1933.

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

WALTER MYERS)
VS) No. 13298. Judgt. vs Pltf. for Costs.
LEONARD G. WILD) J. D. 16, Page 95.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____ Dollars

DONALD L. SMITH)
VS) No. 13310. Judgt. vs Pltf. for Costs.
LEONARD G. WILD) J. D. 16, Page 95.

It appearing to the court that the above entitled cause has been settled, this case is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this case be and the same is hereby dismissed, and that the plaintiff pay the costs 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, March 10, 1933.

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

STATE OF INDIANA)
VS) No. 7329. **Judgt. vs Deft. for Costs.**
CLEO RIGGEN) **J. D. 16, Page 96.**

Comes now the said Cleo Riggen and withdraws his plea of not guilty and enters his plea of guilty to the offense of assualt and battery.

The court now being duly advised, it is now adjudged and decreed by the court that the defendant for the offense by him committed be imprisoned in in the Indiana State Farm for a period of Thirty days, and that he pay the costs of this action, taxed at $_____, or stand committed until the same are paid or staid.

O. FRANK MUSSELMAN)
VS) No. 13675. **Judgt. vs Defts. for $50.00 and Costs.**
JOHN W. FRAZEE, ET AL.) **J. D. 16, Page 96.**

Come now again the parties by counsel and strike from the names submitted and the name of Charles V. Sears remaining, the court now appoints Charles V. Sears as Special Judge to try said cause. And now comes the said Charles V. Sears and accepts said appointment and qualifies as such and assumes jurisdiction of this cause, which appointment and qualifications are in the words and figures following, to-wit:

"In the Hendricks Circuit Court, Hendricks County, Indiana
March Term, 1933.

O. Frank Musselman)
Against) No. 13675.
John W. Frazee, et al.)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the judge, filed by the defendants, do hereby appoint Chas. V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
March 10, 1933. Judge Hendricks Circuit Court

The State of Indiana, County of Hendricks, Set:

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 O. Frank Musselman against John W. Frazee, et al, so help me God.

Charles V. Sears

Subscribed and sworn to this 10th day of March, 1933, before me, Clerk of said Court.

Frank Tucker, Clerk
Clerk Hendricks Circuit Court.

O. FRANK MUSSELMAN)
VS) No. 13675.
JOHN W. FRAZEE, ET AL)

Pltfs 2.

Come now the parties again by counsel, and plaintiff files demurrer to Second paragraph of Answer, which demurrer is in words and figures following, to-wit: (H.I.). Plaintiff also files demurrer to cross complaint, which demurrer is in words and figures following, to-wit: (H.I.). Plaintiff files memorandum to demurrer to cross complaint, which is as follows, to-wit:(H.I.). Defendants object and except.

The court being duly advised now sustains the dexmurrer to second paragraph of answer. Court also sustains demurrer to the cross complaint, to which rulings of the court the defendants except.

The court having heard the evidence, and being duly advised now finds for the plaintiff, that the allegations of plaintiff's complaint are true, and that plaintiff is entitled to possession of the real estate described in plaintiff's complaint and Fifty ($50.00) Dollars as damages for unlawful detention thereof.

It is, therefore, considered and adjudged by the court that the plaintiff is entitled to the immediate possession to the real estate described in plaintiff's complaint, and the amount of Fifty ($50.00) Dollars as damages for unlawful detention thereof and that they have and recover the same of and from the defendants together with the costs of this action taxed at $_____.

Said real estate being described as follows, to-wit:

Five acres out of the southeast corner of the west half of the southwest quarter of section 32 in township 16 north of 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, bounded and described as follows to-wit: Commencing at the southeast corner of the said ten acre tract above described and running thence west on the section line 6 chains and 16 links; thence north 8 chains and 11.7 links; thence east 6 chains and 16 links to the east line of the said 10 acre tract thence south on the east line thereof 8 chains and 11.7 links to the place of beginning.

Charles V. Sears
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, March 11, 1933.

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

ISAAC W. DOUGLAS
VS
CHILLSON SALES COMPANY
No. 13685.

Comes now the defendant by counsel and files answer to Second paragraph of complaint, which answer is in words and figures following, to-wit:(H. I.).

LEBANON HARDWARE COMPANY
VS
WILLIAM VICKERY
No. 13742

Come now the defendant and files six (6) interrogatories to be answered by the plaintiff under oath and now moves the court for a rule upon the plaintiff to answer the same by a day certain, which motion the court sustains, and the plaintiff is now ruled to make answer to said interrogatories on or before the 25th day of March, 1933.

MYRTLE BARTLEY, ET AL.
VS
GEORGE W. HOUSE, ET AL.
No. 13791.

Defendants in the above cause of action ruled to answer complaint herein on or before March 18, 1933.

CYRUS O'HAIR
VS
SECURITY TRUST COMPANY, ETAL.
No. 13768.

Comes now the plaintiff by counsel and files counter-affidavits in opposition to motion for new trial, which counter-affidavits are in 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, March 13, 1933.

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

ISAAC W. DOUGLAS
VS
CHILLSON SALES COMPANY
No. 13685. Judgt. vs Pltf. for Costs.
J. D. 16, Page 96.

Comes now the defendant in person and by counsel and this cause being set for trial, and the hour for trial having arrived, plaintiff failing to appear is three times loudly called, but comes not. This cause is dismissed for want of prosecution at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff, Isaac W. Douglas, pay the costs herein taxed at _____Dollars and_____ _____Cents.

J. K. EVE
VS
SAM JORDAN
No. 13702.
Judgt. vs Pltf. for Costs,
Judgt. vs Deft. for $6.00,
J. D. 16, Page 96.

Come now the parties and this cause is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the evidence finds for the plaintiff, that there is due the plaintiff on the account sued upon the balance of Six ($6.00) Dollars, which amount plaintiff is entitled to have and recover of and from the defendant.

It is, therefore, adjudged and decreed by the court that the plaintiff have and recover of and from the defendant the sum of Six ($6.00) Dollars.

It is further adjudged that the plaintiff pay the costs of this action taxed at _____ _____Dollars and _____Cents.

O. FRANK MUSSELMAN
VS
JOHN W. FRAZEE
LILLIE BELL STONE FRAZEE
No. 13675.

Come again the parties to the above entitled cause, by counsel, and the defendants file motion for a new tiral, which motion is in the words and figures following, to-wit: (H.I.), and the Court being now well advised in the premises overruled defendants' motion herein filed, for a new trial of this cause, to which ruling of the court the defendants now except. Defendants now ask and are given thirty (30) days within which to present and file bill of exceptions herein. Defendants now pray an appeal of this cause to the Appellate Court of Indiana, which prayer of appeal is now granted on the filing of the Appeal Bond, payable to the plaintiff in the sum of Five Hundred and $\frac{No}{100}$ Dollars with Lizzie L. Whittenbury and C. M. Roark as sureties and thirty (30) days are allowed for filing of said bond.

And now said defendants file appeal bond in the sum of Five Hundred Dollars with Lizzie L. Whittenbury and C. M. Roark as sureties, which bond is in the words and figures following, to-wit: (H.I.). And the Court having examined said bond

and being duly advised in its premises, now approves the same.

Charles V. Sears, Special Judge.

STATE OF INDIANA)
VS) No. 7269.
JOHN W. STRICKLAND)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and moves the court to dismiss this cause.

The court being duly advised, now sustains said motion, and this cause is hereby dismissed.

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

A. J. Stevenson Judge.

Tuesday Morning, March 14, 1933.

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

EVA KESLER)
VS) No. 13621.
HENRY COX)

Come now the parties by counsel and plaintiff files reply to Second paragraph of answer, which reply is in words and figures following, to-wit: (H.I.). Upon motion of the defendant the Examination of the plaintiff is ordered published.

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 having heard the evidence now takes this cause under advisement.

CENTRAL BUILDING LOAN FUND AND SAVINGS ASSOCIATION)
VS) No. 13790.
CLARENCE M. GENTRY, ET AL.)

Defendants in the above cause of action ruled to answer complaint herein on or before March 20, 1933.

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 15, 1933.

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

ELWOOD MILKAN)
)
VS) No. 13643. Judgt. vs Defts. for $133.60 and Costs.
)
OMER BOLER) J. D. 15, Page 97.
EVA BOLER)

Comes now the above named plaintiff and it appearing to the court that each of said above named defendants has been duly notified of the filing and pendency of this action as the same is shown by the writ of summons to the sheriff of Hendricks County, Indiana, for said defendants, and said sheriff's return endorsed on said writ, for more than ten days before this date of trial and more than ten days before the return day fixed by endorsement on the complaint filed herein, which writ of summons and the said sheriff's return thereon are in the following words and figures, to-wit: (H.I.).

And now this cause coming up for trial before the court on this 15th day of March, 1933, the same being the date set for the trial of this cause, and the defendants, failing to appear either in their own proper persons or by counsel, are ach now three times loudly called in open court, but come not, nor either of them, and wholly make default herein.

And this cause upon the issues joined by the complaint and the default of the defendants is now submitted to the court for trial without the intervention of a jury, and the evidence being heard and the court being duly advised in the premises finds:

That the averments of the plaintiff in his complaint filed herein are true; that on and prior to the 3rd day of July, 1931, said defendants were the owners in fee simple of the following described real estate in Hendricks County, Indiana, to-wit:

Lots 3,4,5 and 6 in block 7 of the town of
Belleville, Indiana.

That on the 3rd day of July, 1931, the plaintiff loaned to the said defendants the sum of $100.00 in consideration of which and in evidence thereof the said defendants executed and delivered to the plaintiff their certain promissory note bearing date of July 3rd, 1931, due in one year from that date and bearing interest at the rate of 8% per annum from date until paid, payable at The First National Bank and Trust Company of Plainfield, Indiana, to the plaintiff herein.

That to secure the payment of the said note and indebtedness, as aforesaid, the said defendants executed and delivered to the plaintiff a mortgage on the above described real estate, which said mortgage was duly filed for record in the office of the Recorder of Hendricks County, Indiana, on the 5th day of August, 1931, at the hour of 4:30 o'clock P. M., and recorded in Mortgage Record No. 90 at page 506.

That said promissory note is now past due and unpaid and that there is due from the defendants to the plaintiff on said note the sum of $113.60 of principal and interest and the further sum of $20.00 as attorney's fees for the plaintiff's attorneys, all without relief from valuation and appraisement laws.

The court finds further that the lien of the plaintiff arising from said mortgage is a first and prior lien on said real estate and that the plaintiff is entitled to foreclosure of its said mortgage and the sale of said real estate to satisfy his mortgage debt. And that the plaintiff is entitled to recover his costs herein.

It is, therefore, considered, adjudged and decreed by the court that the plaintiff recover off of the defendants the sum of $133.60 without relief from valuation and appraisement laws, as his damages assessed on account of the said promissory note and the indebtedness evidenced thereby, with interest thereon at the rate of 8% per annum from the date of this decree as provided in said note and mortgage, and in addition thereto his costs and charges laid out and expended and taxed at _____ dollars and _____cents, all to be without relief from valuation and appraisement laws.

And the court further adjudges and decrees that the said real estate and all the rights, title and interest, and claims of the defendants, and each of them, and all persons claiming from, under or through them, and each of them, in and to said real estate, or so much thereof as may be necessary for the purpose of paying such indebtedness as shown by said judgment above and the costs shall be sold by the sheriff of Hendricks County, Indiana, free from all liens as other lands are sold on execution, such sale to be made without relief from valuation and appraisement laws, and the proceeds arising from such sale the said sheriff is ordered and directed to apply and pay out in the following manner, to-wit:

1. To the payment of all costs accrued herein and all accruing costs of such proceeding.
2. To the payment of the plaintiff's judgment for $133.60, together with interest on such judgment as ordered.
3. The overplus, if any, remaining shall be paid by said sheriff to the Clerk of this court for the ones legally entitled thereto. All ordered and adjudged this 15th day of March, 1933.

JAMES A. COLLINS, ADMR., ETC.)
)
VS) No. 13649.
)
PENNSYLVANIA RAILROAD COMPANY)

Come now the defendants by counsel and file motion to make second paragraph of complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

BERYL T. STRINGER)
)
VS) No. 13814.
)
STERLING STRINGER)

Comes now the defendant and on his motion the plaintiff is ruled to answer to the plea in abatement on or before March 21, 1933.

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 16, 1933.

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

STATE OF INDIANA)
VS) No. 13780.
JOHN A. FLYNN)

Comes now the defendant, John A. Flynn, and files petition for payment of award, which petition is in the words and figures following, to-wit: (H.I.). The Court having examined said petition and being duly advised, now grants the same.

The Clerk of this Court is now directed to pay money on hand to the defendant, John A. Flynn.

NANCY DAILEY)
VS) No. 13638. Judgt. vs Pltf. for Costs.
RICHARD V. BAUER) J. D. 16, Page 97.

Comes now the plaintiff by counsel and files motion to dismiss this cause. The court being duly advised now sustains said motion and this cause is dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed and that the plaintiff pay the costs 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, March 17, 1933.

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

IMPANELLING OF THE PETIT JURY FOR THE MARCH TERM, 1933.

The Clerk of this Court is ordered to issue venier for the jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Friday, the 17th day of March, 1933, for jury service.

GUY G. CUMBERWORTH)
VS) No. 13064. Judgt. vs Pltf. for Costs.
CHARLES ELLIS) J. D. 16, Page 97.

Comes now the plaintiff and on his motion this cause is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs taxed at _____Dollars.

STATE OF INDIANA)
VS) No. 7354. Judgt. vs Deft. for $50.00 Fine and Costs.
WILLIAM RAY) J. D. 16, Page 97.

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, comes also the defendant, William Ray, in person and by counsel, and withdraws his plea of not guilty and enters his plea of guilty to the charge of possession of liquor.

It is, therefore, now adjudged and decreed by the court that the defendant for the offense by him committed be fined in the sum of Fifty ($50.00) Dollars, and that he pay the costs of this action taxed at _____ _____Dollars, or stand committed until the fine and costs are staid or paid.

On motion of the State this cause is now dismissed as to Defendant Charlie Ray.

Liquor found in possession of defendants ordered destroyed.

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 18, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA)
VS) No. 7357.
VERN MOHLER)
THORNTON PARKER)
ROBERT MOORE)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendants in person, and each being duly arraigned in open court for his separate and several plea says that he is guilty of the offense charged. This cause is now taken under advisement.

CITIZENS BUILDING LOAN FUND & SAVINGS ASSOCIATION)
VS) No. 13790.
CLARENCE M. GENTRY, ET AL.)

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

EARL R. BEBOUT)
VS) No. 13552.
LILLIAN S. FAUVRE, et al.)

Come now the parties by counsel and plaintiff withdraws motion for new trial. Argument heard on motion for new trial by defendant O'Dell Realty Company.

The court being duly advised now sustains motion for new trial and new trial is granted to defendant O'Dell Realty Company.

BOYD M. RALSTON, RECEIVER OF FARMERS TRUST COMPANY)
VS) No. 13754.
ALBERT L. CRITTENDEN, ET AL.)

Come now the parties by counsel and the defendants Albert L. Crittenden and Bertha I. Crittenden file answer to complaint, which answer is in words and figures following, to-wit: (H.I.). Defendants Albert L. Crittenden and Bertha I. Crittenden also file answer to cross complaint, which answer is in words and figures following, to-wit: (H.I.).

This cause being at issue the same is submitted to the court for trial, finding and decree without the intervention of a jury. The court having heard the evidence now takes this cause under advisement.

ETHYEL M. BROWN)
VS) No. 13716.
RANSFORD W. BROWN)

Comes now Ethyel M. Brown, plaintiff in the above entitled cause, by Horace L. Hanna, her attorney and it appearing to the satisfaction of the court by notice and proof of publication herein, which notice and proof of publication are in the words and figures as follows, to-wit: (Here Insert), that the defendant, Ransford W. Brown has been duly notified of the pendency of this action by three successive publications in the Danville Gazette, a weekly newspaper of general circulation, printed in the English language in the town of Danville, Hendricks County, Indiana, the last of which publications was made on the 2nd day of February, 1933, and which three weeks publication was made more than thirty days before the 13th day of March, 1933, said day being the return day thereon as endorsed on plaintiff's complaint herein, and said endorsement being duly signed by plaintiff's attorney herein, and as duly ordered by the court for the return day thereon.

And the court finds that said defendant, Ransford W. Brown has been duly notified of the pendency of this action by publication as prescribed by law, and said defendant failing to appear on motion of plaintiff is three times loudly called, but comes not, and herein makes default and John A. Kendall, Prosecuting Attorney for this Judicial Circuit, comes now and enters his name on the appearance dockett where said cause is docketted, and files an answer for said defendant in general denial thereof, which answer is in the words and figures following, to-wit: (Here Insert).

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 that the allegations of plaintiff's complaint are true and finds for the plaintiff, and that she is entitled to a decree of divorce from said defendant on the grounds therein alleged.

It is, Therefore, considered, ordered, adjudged and decreed by the court that the bonds of matrimony existing between the plaintiff and defendant herein be, and they are hereby dissolved, and said plaintiff is hereby granted a divorce from said defendant.

It is Further ordered and decreed by the court that the plaintiff pay the costs of this action.

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 20, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

IRVING WEBSTER
VS
LASKI LOUIS FARB, ET AL. — No. 13293.

Comes now the plaintiff by counsel and dismisses this action as to the defendants William H. Armitage and James Armitage, which dismissal is in the words and figures following, to-wit: (H.I.).

EDWARD R. SMOCK, EXECUTOR OF THE WILL OF L. D. BOYD
VS
WILLIAM T. BOYD
CECIL B. BOYD
BURNICE BOYD — No. 13753. Judgt. vs Defts. for $2480.50 and Costs. J. D. 16, Page 99.

Comes now the plaintiff by A. J. Kahl, his attorney, comes also the defendants by Hume & Gaston, their attorneys, and this cause being at issue upon the complaint of the plaintiff and answer of general denial of the defendants is now submitted to the court for trial, finding and decree.

And the court having heard the evidence and being sufficiently advised in the premises finds for the plaintiff, that the allegations of his complaint are true and that he is entitled to recover of and from the defendants on the notes sued on the sum of $2480.50 as principal and interest together with his costs of this action, all without relief from valuation or appraisement laws of the State of Indiana.

It is, therefore, considered and adjudged by the court that the plaintiff recover from the defendants said sum of $2480.50, together with his costs and charges in this behalf laid out and expended all without relief from valuation or appraisement laws of the State of Indiana.

ARCHIE J. KAHL
VS
HARRY F. SWAIN
IDA R. SWAIN — No. 13787. Judgt. vs Defts. for $927.75 and Costs. J. D. 16, Page 98.

Comes now the plaintiff, in person, and comes also the defendants Harry F. Swain and Ida Swain and said defendants having waived the service of summons upon them in this cause and consents that judgment may be rendered against them upon due proof being made, said cause is now submitted to the court for trial, finding and decree.

And the court having heard the evidence and being sufficiently advised in the premises now finds for the plaintiff, that the allegations of his complaint are true and that there is due the plaintiff from the defendants, on the note sued on, the sum of $843.75 as principal and interest and the further sum of $84.00 as attorneys fees, all without relief from valuation or appraisement laws of the State of Indiana.

It is, therefore, considered, adjudged and decreed by the court that the plaintiff recover of and from the defendants the sum of $927.75 together with his costs and charges in this behalf laid out and expended, all without relief from valuation or appraisement laws of the State of Indiana.

MYRTLE BARTLEY, ET AL
VS
GEORGE W. HOUSE, ET AL — No. 13791.

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

STATE OF INDIANA
VS
LEO NORMAN — No. 7345.

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, comes also the defendant in person and by counsel, and this cause being at issued the sheriff is ordered to bring into open court the following jurors for jury service, to-wit: J. K. Edwards, Charles Beasley, L. A. Welty, Mason Bryant, Charles Freeland, Claud Boyd, J. O. Tinder, Herman Ramsey, Everett Newlin, Willard Berry, Glen Tharp, and Hollis Clark, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truely try the issues joined herein and true verdict give according to the law and evidence adduced.

Evidence heard. At the close of the arguments of counsel the court instructs the jury in writing, giving of its own motion instructions numbered from one to thirteen, inclusive, to the giving of each one of which the defendant separately and severally objects and excepts.

Jury retires in charge of sworn officer to deliberate upon a verdict.

Jury again brought into open court and return a verdict of guilty of assualt and battery, together with a fine of One ($1.00) Dollar, and sentenced to the Indiana State Farm for thirty-two days.

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 21, 1933.

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

LEROY STUART, ETC.)
VS) No. 13782.
GREYHOUND LINES, INC.)

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

STATE OF INDIANA)
VS) No. 7345. Judgt. vs Deft. $1.00 Fine and Costs.
LEO NORMAN) J. D. 16, Page 98.

Come now again the parties and the defendant is asked in open court if there is any reason why sentence should not be pronounced on verdict, and there appearing none, it is now adjudged and decreed that the defendant for the offense by him committed be fined in the sum of One ($1.00) Dollar and that he be imprisoned in the Indiana State Farm for a period of Thirty-two days and that he pay the costs of this action or stand committed until the same are staid or paid.

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

E. J. Stevenson Judge.

Wednesday Morning, March 22, 1933.

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

STATE OF INDIANA)
VS) No. 7357. Judgt. vs Each Deft. for Costs.
VERN MOHLER) J. D. 16, Page 98.
THORNTON PARKER)
ROBERT MOORE) (For corrected sentence see page 298.)

The court being duly advised now finds the defendant guilty of the crime of Grand Larceny, that Vern Mohler is Twenty-four years of age, Thornton Parker Nineteen years of age, and Robert Moore Twenty-four years of age, and that each for the offense by him committed should be imprisoned in the Indiana State Reformatory for a period of not less than One year and not more than Fourteen years, and that each should pay the costs of this action.

It is, therefore, considered and adjudged by the court that the defendants each be and they are hereby committed to the Indiana State Reformatory for a period of not less than One year nor more than Fourteen years, and that each defendant pay the costs of this action or stand committed until the same are staid or paid.

A. A. HARKLASS, ETC.)
VS) No. 13799. Judgt. vs Deft. for Costs.
ADAM S. HORLACHER) J. D. 16, Page 99.

Come now the parties by counsel and the defendant files reply to second paragraph of answer to cross complaint, which reply is in 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 named jurors for jury service, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, Claud H. Robbins, Claud Boyd, Paul Herod, Frank McClung, Charles Freeland, L. A. Welty, Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truely try the matter at issue and true verdict give according to the law and the evidence adduced.

After hearing part of the evidence, by agreement of parties in open court the cause is withdrawn from the consideration of the jury and submitted to the court for trial, finding, and decree, and by agreement of parties the court finds for the defendant on plaintiff's complaint and finds for the plaintiff on Defendant's cross complaint.

It is, therefore, now adjudged and decreed by the court that the plaintiff take nothing on his complaint and that the defendant take nothing on his cross complaint, and that the defendant pay the costs of this action taxed at _____ _____Dollars.

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

E. J. Stevenson Judge

Thursday Morning, March 23, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

JAMES E. McCASLIN)
VS) No. 13771.
FRED MARSHALL)

Comes now the defendant by counsel and files motion to make complaint more specific, which motion is in words and figures following, to-wit: (H.I.).

CITIZENS BUILDING LOAN FUND AND SAVINGS ASSOCIATION)
VS) No. 13790. Judgt. vs Clarence M. Gentry and Norma Dee Gentry for $651.26 and Costs. J. D. 16, Page 99.
CLARENCE M. GENTRY, ET AL.)

Comes now the Plaintiff by counsel and it appearing to the Court by the summons herein and the endorsement of the Sheriff thereon, that said Defendants Clarence M. Gentry, Norma Dee Gentry, his wife, and Becker Roofing Company were each personaly served with notice of the filing and pendency of this action more than 10 days before January 3, 1933, the date fixed by Plaintiff in their complaint for the return, which summons together with the endorsement of the sheriff thereon is in words and figures as follows, to-wit: (H.I.).

And now the defendants Clarence M. Gentry and Norma Dee Gentry, failing to appear or answer herein, they are now on motion three times loudly called in open Court and come not and herein wholly make default.

And now the Becker Roofing Company, Defendant, filed answer herein as follows: (H.I.).

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

And the Court having heard the evidence and being duly advised finds for the Plaintiff and that the allegations of Plaintiffs Complaint are true and that there is due the Plaintiff on the note sued upon in Plaintiffs complaint from defendants Clarence M. Gentry and Norma Dee Gentry the sum of $566.46 in principal and interest together with the further sum of $9.64 for insurance advanced by Plaintiff on the premises in order to protect its interest therein, The Court further finds that Plaintiff advanced the sum of $11.59 to the Treasurer of Hendricks County in said State for taxes on said premises; the court further finds that Plaintiff advanced the further sum of $4.37 to the Treasurer of the Town of Danville, Indiana, for the Sewer Assessment which was a lien against said real estate.

The Court further finds that $59.20 is a resonable fee for the services of the Plaintiff's Attorney and all of such sums the Plaintiff is to have and recover of and from the defendants Clarence M. Gentry and Norma Dee Gentry without any relief from valuation and appraisement laws. The Court further finds that the notes sued upon in the Plaintiffs Complaint are secured by a mortgage executed by said Defendants Clarence M. Gentry and Norma Dee Gentry which mortgage is of record in the office of the Recorder in said County and State in Mortgage Record 89 at pages 95, 96, and 97.

The court further finds that the plaintiff is entitled to have sia mortgage foreclosed and that the real estate therein described sold in order to satisfy the claim of this Plaintiff.

The Court further finds that the Defendant, Becker Roofing Company holds a Mechanics Lien on said Property, which lien was recorded in the office of the Recorder in Miscellaneous Record 17, at page 580 on the 4th day of March, 1931; and that the amount of said lien is $71.00 for work and labor done and material furnished.

The Court further finds that the lien of said Defendant Becker Roofing Company is junior and inferior to the mortgage held by this Plaintiff.

It is,therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendants Clarence M. Gentry and Norma Dee Gentry the sum of $651.26 together with interest thereon from this date and costs all without relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the Court that the equity of redemption of the defendants herein and all persons claiming from under or through them in and to the real estate described in the complaint situated in the County of Hendricks State of Indiana and described as follows:

A part of Out Lot 3, in Job H. Davis' Addition of Out Lots to the Town of Danville, described as follows, to-wit: Beginning at the North East corner of said Lot; and running thence West on the North line thereof to the intersection of the East line of High Street; thence South on the East line of High Street 25 feet; thence East parallel with the North line of said Out Lot No. 3 to the East line of said Out Lot; thence North on the East line of said Out Lot 25 feet to the place of beginning.

Also a part of the South West quarter of the South East quarter of Section 4, Township 15 North of Range 1 West, described as follows, to-wit: Beginning at the North East corner of said Out Lot No. 3 in Job H. Davis' Addition of Out Lots to the Town of Danville, and running thence North 78 Links; thence South 86 degrees West 120 feet; thence South 78 links; Thence North 86 degrees East 120 feet to the place of beginning.

be and the same is forever barred and foreclosed and that said described real estate and all the right,title, interest and claim of said named defendants 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 sahll 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, to-wit:

FIRST: To the payment of costs and accruing costs herein;

SECOND: To the payment of the amount due Plaintiff on the claim sued upon herein, being the amount of the judgment herein before rendered together with interest from this date;

THIRD: To the payment of the lien held by the Defendant Becker Roofing Company together with interest thereon from this date;

FOURTH: The balance 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 upon the goods and chattels and land of said defendant Clarence M. Gentry and Norma Dee Gentry, subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

Thursday, the 23rd day of March, 1933, and the 16th day of the March Term, 1933.

URBAN V. MOORE)
VS) No. 13804.
INDIANAPOLIS POWER AND LIGHT COMPANY)

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

STATE OF INDIAN, EX REL, LUTHER L. SYMONS, BANK COMMISSIONER)
VS) No. 13810.
CLAYTON BANK AND TRUST COMPANY)

Comes now Georgia Rodenbeck by counsel and files petiton for allowance of claim as preferred, which petition is in words and figures following, to-wit: (H.I.).

BERYL T. STRINGER)
VS) No. 13814.
STERLING STRINGER)

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

FIRST RURAL LOAN AND SAVINGS ASSOCIATION)
VS) No. 13898. Judgt. vs Pltf. for Costs.
HORACE MAJORS, ET AL.) J. D. 16, Page 99.

On motion of plaintiff this cause is now dismissed at plaintiff's costs.

It is, therefore, considered and adjudged by the court that this cause be and the same is hereby dismissed, and that the plaintiff pay the costs 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, the 24th day of March, 1933, and the 17th day of the March Term, 1933.

Friday Morning, March 24, 1933.

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

JOHN W. TWITTY)
VS) No. 12794.
HERMAN B. ROSS, ET AL.)

Comes now the parties by counsel and defendants file answer in general denial. 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 now takes this cause under advisement.

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 25, 1933.

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

DEAN WEHNER, ET AL
VS
ALFRED TROTTER, ET AL. } No. 13006.

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

The court having seen and examined said motion now sustains the same.

GEORGE W. DAVIS
VS
BERT DENNY AND EDNA DENNY } No. 13432. Judgt. vs Defts. for $343.50 and Costs. J. D. 16, Page 100.

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.

The court having heard the evidence now finds for the plaintiff, that there is due the plaintiff from the defendants on the note sured upon the sum of $315.50, together with the further sum of $30.00 as a reasonable fee for the services of plaintiff's attorney.

The court further finds for the defendants on their cross complaint, and that there is due the defendants on their cross complaint the sum of $28.00, which amount the defendants are entitled to have set off as against the amount due the plaintiff.

It is, therefore, adjudged and decreed that the plaintiff have and recover of and from the defendants the sum of $343.50 together with the costs of this action and without relief.

RAMSARUT MARAJ
VS
INDIANAPOLIS POWER & LIGHT COMPANY, ET AL } No. 13652.

Comes now the parties by counsel and plaintiff files request to file Fourth paragraph of amended complaint, to the filing of which each defendant separately objects. The court now permits plaintiff to file Fourth Amended complaint, to the filing of which each defendant excepts. Defendants ruled to answer on or before April 10, 1933.

VIRGINIA CAROLINA CHEMICAL CO.
VS
C. E. WIGGAM, ET AL. } No. 13720.

Comes now the defendant, Richard Noland, and files answer, which answer is in words and figures following, to-wit: (H.I.)

THE H. LIEBER COMPANY
VS
BLAIR TAYLOR } No. 13764.

On motion of plaintiff, this cause is now dismissed, costs having heretofore been paid.

UNITED STATES RUBBER PRODUCTS, INCORPORATED
VS
EDITH M. WOODWARD } No. 13792. Judgt. vs Deft. for $92.00 and Costs. J. D. 16, Page 100.

Comes now the plaintiff by counsel and makes proof of due notice to defendant. Defendant failing to appear is now called and defaulted, and this cause is submitted to the court, and the court having heard the evidence finds for the plaintiff, and that there is due the plaintiff from the defendant on the account sued upon the sum of $92.00, which amount the 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 the sum of $92.00, together with the costs of this action taxed at _____ Dollars and _____ Cents.

STATE OF INDIANA
VS
JOHN W. GRIMES, ET AL } No. 13775.

Comes now the defendants, John W. Grimes and Rebecca E. Grimes, and files petition for payment of award, which petition is in the words and figures wollowing, to-wit:- (H.I.). The Court having examined said petition and being duly advised, now grants the same.

The Clerk of this Court is now directed to pay money on hand to the defendants, John W. Grimes and Rebecca E. Grimes.

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

A. J. Stevenson Judge.

Monday, the 27th day of March, 1933, and the 19th day of the March Term, 1933.

Monday Morning, March 27, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

NORBERT A. WAGNER)
VS) No. 13884.
MILDRED NEGLEY)
CLAUDE NEGLEY)

Come now the parties in person and by counsel and this cause being at issue the sheriff of this county if ordered to bring into open court the following named jurors for jury service, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, J. K. Edwards, Claude H. Robbins, Glen Tharp, Frank McClung, Charles Freeland, L. A. Welty, and Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof who are duly and legally impanelled and sworn in open court to well and truely try the issues joined and true verdict give according to the law and the evidence adduced.

The jury having heard a part of the evidence is now permitted to separate, under proper instructions touching their conduct during separation, until 9:00 o'clock A. M., Tuesday, March 28, 1933.

All depositions on file ordered published by the Court.

STATE OF INDIANA)
VS) No. 7312.
HARVEY L. ROBINSON)

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and files citation against defendant to show cause why he should not be punished for contempt of court, which citation is in words and figures following, to-wit: (H.I.). Said cause set for hearing at 9:00 o'clock A. M., April 1, 1933.

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

Record read and signed in open court.

C. J. Stevenson Judge.

Tuesday, the 28th day of March, 1933, and the 20th day of the March Term, 1933.

Tuesday Morning, March 28, 1933.

And court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

WILLIAM B. KOESTER)
VS) No. 13454. Judgt. vs Deft. for $175.00 and Costs.
CLEMENT O. FREE) J. D. 16, Page 31.

Come now again the parties. The court being duly advised, overrules the defendant's motion for a new trial, to which ruling the defendant objects and excepts. And now the court renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the court that the plaintiff have and recover of and from the defendant the sum of $175.00 together with interest thereon from May 18, 1932, together with the costs of this action, taxed at $_____.

The defendant now prays an appeal to the Appellate Court of Indiana. Appeal granted, bond fixed at $300.00, and now the defendant suggests the name of _____ as surety on said bond, which surety the court now approves. Sixty days are given in which to file bond and Bill of Exceptions.

ALLEN A. WILKINSON LUMBER CO.)
VS) No. 13459.
RILEY E. SMITH, ET AL.)

Comes now the defendants, Riley E. Smith and Ruth M. Smith, and file answer to the plaintiff's complaint, which answer is in the words and figures following, to-wit: (H.I.).

DEAN WEHNER, ET AL.)
VS) No. 13006.
ALFRED TROTTER, ET AL.)

Come now the parties by counsel, and they being unable to agree, the court submitts a list of adjoining counties. After striking off according to law, Boone County remains. And this cause is sent on change of venue to Boone County. Five days are given in which to pay costs and perfect change.

NORBERT A. WAGNER)
VS) No. 13884.
MILDRED NEGLEY)
CLAUDE NEGLEY)

Come now again the parties. Jury is again brought into open court, and taking of evidence is continued. The jury permitted to separate under proper instructions until 9:00 o'clock A. M., Wednesday, March 29, 1933.

BOYD M. RALSTON, RECEIVER OF FARMERS TRUST COMPANY, OF INDIANAPOLIS, INDIANA

VS

ALBERT L. CRITTENDEN, ET AL.

Judgt. vs Defts. for $3258.20 and Costs.
J. D. 16, Page 100.

No. 13754. Judgt. vs Defts., Albert L. Crittenden and Bertha I. Crittenden for $382.00 and Costs.
J. D. 16, Page 100.

Comes now the plaintiff in the above entitled cause by Edgar M. Blessing, of Danville, and by H. Nathan Swaim and Charles W. Richards, of Indianapolis, his attorneys, and come also the defendants Albert L. Crittenden and Bertha I. Crittenden, his wife, by Hume and Gaston, of Danville, their attorneys, and comes also the defendant and cross complainant Victoria McCammack by Robinson, Symmes & Melson, of Indianapolis, her attorneys, and now by leave of court said plaintiff files herein his supplemental complaint relating to an item of premium for fire and tornado insurance upon the improvements on the mortgaged real estate described in the complaint herein, taken out and paid for by him since commencement of this action, which said supplemental complaint so now filed is in the words and figures following (H.I.); and now plaintiff by his said attorneys also files herein his answer in general denial to the cross complaint of the defendant Victoria McCammack, said cross complaint being paragraph 2 of her separate answer heretofore filed herein, which said answer of plaintiff is in the words and figures following (H.I.); and now the defendants Albert L. Crittenden and Bertha I. Crittenden by their said attorneys file herein their answer in general denial to the said cross complaint of said defendant Victoria McCammack in the words and figures following, (H.I.).

And now come again all the parties to this action by their respective attorneys aforesaid and this cause now being at issue upon plaintiff's complaint and upon the said cross complaint of the defendant Victoria McCammack, by the several answers in general denial thereto now and heretofore filed herein by the several defendants thereto, this cause is now by agreement of the parties submitted to the court for trial, finding, judgment and decree upon the issues so joined upon plaintiff's complaint and supplemental complaint, and upon the said cross complaint of the defendant Victoria McCammack, without the intervention of a jury, and the court having heard the evidence and the statements of counsel and being sufficiently advised now finds that it hath jurisdiction of the subject matter and of all the parties to this action; and upon the evidence so adduced the court further finds for the plaintiff Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, as against the defendants and each of them, that the allegations of plaintiff's said complaint and supplemental complaint are true and that there is due and owing to said plaintiff herein from the defendant Victoria McCammack, unmarried, upon the promissory notes and mortgage sued upon in this action and exhibited with plaintiff's complaint herein, the total sum of $2,920.86 of principal and interest to date of this decree, and also the further sum of $77.94 on account of principal and accrued interest of taxes paid by plaintiff upon the mortgaged real estate described in said mortgage, and the further sum of $60.40 on account of premium paid by plaintiff for fire and tornado insurance upon the improvements upon the mortgaged real estate described in plaintiff's complaint and as alleged in his said supplemental complaint, and the further sum of $200.00 on account of his attorney's fees recoverable in this action, in all the total sum of $3,258.20 of principal and accrued interest on account of all of said items to date of this judgment and decree, and all of which, together with interest thereon at

the rate of 8% per annum from date of this decree until paid, and the costs and accrued costs of this action, said plaintiff is entitled to so have and recover of and from said defendant Victoria McCammack without relief from valuation or appraisement laws.

And the court further finds that in and by the terms of the deed alleged in and exhibited with plaintiff's complaint herein, in and by which the said mortgagor Victoria McCammack, unmarried, conveyed said mortgaged real estate to the defendants Albert L. Crittenden and Bertha I. Crittenden, husband and wife, on the 4th day of May, 1928, said Albert L. Crittenden and Bertha I. Crittenden, grantees aforesaid, expressly assumed and agreed to pay the aforesaid mortgage and that by virtue of said assumption agreement the said Albert L. Crittenden and Bertha I. Crittenden have become and are now also justly and truly indebted with said Victoria McCammack for the payment to plaintiff of the aforesaid aggregate sum of $3,258.20 so owing on account of said mortgage indebtedness and that plaintiff is entitled to have and recover judgment against them therefor, without relief from valuation or appraisement laws, jointly with and against said Victoria McCammack.

And the court further finds that payment of all said sums is secured by the mortgage sued upon by plaintiff in this action and exhibited with plaintiff's complaint herein, and covering the real estate therein described, being the real estate hereinafter in this decree described, and that said mortgage is a valid and subsisting first lien upon said real estate for the payment of all said sums senior to all rights, title, interests, liens and claims of the defendants and each of them, and of all persons claiming from, through or under them, or either of them, in, to and upon said described real estate, and that plaintiff is entitled to have his said mortgage foreclosed as against all of said defendants and to have said real estate ordered sold without relief from valuation or appraisement laws; and the court further finds that in and by the terms of said mortgage the mortgagors therein and thereby expressly promised and agreed to pay the aforesaid sums of money thereby secured, without relief from valuation or appraisement laws.

And the court further finds for the cross complainant Victoria McCammack as against the cross defendants Albert L. Crittenden and Bertha I. Crittenden that there is justly due and owing to said cross complainant from said Albert L. Crittenden and Bertha I. Crittenden upon the note and mortgage sued upon and exhibited with her said cross complaint herein the sum of $357.00 on account of the unpaid principal thereof and the interest accrued thereon to date of this judgment and decree, and also the further sum of $25.00 on account of her attorney's fees recoverable herein, in all the total sum of $382.00, and for which she is entitled to have and recover judgment herein against said Albert L. and Bertha I. Crittenden in the total sum of $382.00 without relief from valuation or appraisement laws, together with interest thereon at the rate of 8% per annum from date of this judgment until paid, and also her costs and accruing costs herein; and the court further finds that payment of the aforesaid sum found due and owing said cross complainant is secured by the mortgage sued upon in and exhibited with her said cross complaint in this action, and covering the real estate therein described, being the real estate hereinafter in this decree described, but the

court finds in this connection that said last mentioned mortgage and the lien thereof are junior and inferior to the aforesaid mortgage of the plaintiff herein, but that the same is senior to all the rights, title, interest and claims of the cross defendants Albert L. Crittenden and Bertha I. Crittenden, his wife, in, to and upon said described real estate and that said cross complainant is entitled to have her said mortgage foreclosed as against said cross defendants Albert L. Crittenden and Bertha I. Crittenden, his wife, and to have said real estate ordered sold therein without relief from valuation or appraisement laws; and the court further finds that in and by the terms of the mortgage of said cross complainant Victoria McCammack the mortgagors Albert L. Crittenden and Bertha I. Crettenden expressly agreed to pay to said cross complainant the aforesaid sums found due and owing to her as aforesaid.

In consideration whereof it is now ordered, adjudged and decreed by the court that the plaintiff Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, have and recover of and from the defendants Albert L. Crittenden, Bertha I. Crittenden and Victoria McCammack the sum of Three Thousand Two Hundred Fifty-Eight and Twenty Hundredths Dollars ($3,258.20), together with interest thereon at the rate of 8% per annum from date of this judgment until paid, and together also with his costs and accruing costs in this action, all the same to be so had and recovered by plaintiff of and from said defendants without relief from valuation or appraisement laws of the State of Indiana.

And it is further ordered, adjudged and decreed by the court that the cross complainant Victoria McCammack have and recover of and from the cross defendants Albert L. Crittenden and Bertha I. Crittenden the sum of Three Hundred Eighty-two Dollars ($382.00), together with interest thereon at the rate of 8% per annum from date of this judgment until paid, and together also with the costs and accruing costs of said cross complainant in this action, all the same to be so had and recovered from said cross defendants without relief from valuation or appraisement laws of the State of Indiana.

And it is further ordered, adjudged and decreed by the court that the equity of redemption of the defendants Albert L. Crittenden, Bertha I. Crittenden, his wife, and Victoria McCammack, unmarried, and of all persons claiming from, under or through them, or either of them, in and to the real estate described in plaintiff's complaint herein, and in the said mortgage of plaintiff therein sued upon and exhibited therewith, and being the following described real estate in Hendricks County, in the State of Indiana, to-wit:--

The North-west Quarter of the North-east Quarter of Section 16, Township 16 North, Range 1 East of the Second Principal Meridian, containing 40 acres, more or less, in Lincoln Township, Hendricks County, Indiana.

be and the same is hereby forever barred and foreclosed, and that said described real estate, and all the rights, title, interests and claims of said defendants, and of each of them, and of all persons claiming from, under or through them, or either of them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of said county of Hendricks, and State of Indiana, as other lands are sold on execution, the said sale to be so made without any relief whatever from valuation or appraisement laws of the State of Indiana; and the proceeds arising from such sale said Sheriff is ordered and directed to apply in the manner and order 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 the plaintiff herein, Boyd M. Ralston, Receiver of the Farmers Trust Company, of Indianapolis, Indiana, being the amount of the judgment hereinbefore rendered in favor of said plaintiff herein, together with interest thereon at the rate of 8% per annum from this date.

Third: To the payment of the amount found due the cross complainant herein, Victoria McCammack, being the amount of the judgment hereinbefore rendered in favor of said cross complainant herein, together with interest thereon at the rate of 8% per annum from this date.

Fourth: The overplus, if any there be remaining after payment in their order of the foregoing judgments, interest and costs, to be paid by the said sheriff to the Clerk of this Court, for the use of the party of parties lawfully authorized to receive the same.

And it is further ordered, adjudged and decreed by the Court that in the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy in full the said judgment, interest and costs so rendered in favor of the judgment plaintiff Boyd M. Ralston, Receiver of the Farmers Trust Company, of Indianapolis, Indiana, then the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of said defendants Albert L. Crittenden, Bertha I. Crittenden and Victoria McCammack, subject to execution, and that sale thereof shall be so made without any relief whatever from valuation or appraisement laws of the State of Indiana.

And it is further ordered, adjudged and decreed by the court that in the event an overplus shall remain from the proceeds of the sale of said mortgaged premises after satisfying in full from such proceeds the costs herein and the judgment aforesaid rendered in favor of the plaintiff Boyd M. Ralston, Receiver of Farmers Trust Company, and such remaining overplus shall be insufficient to satisfy in full the aforesaid judgment rendered in favor of said cross complainant Victoria McCammack, then the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of said defendants Albert L. Crittenden and Bertha I. Crittenden, subject to execution, and that sale thereof shall be so made without any relief whatever 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 of the Clerk and the Seal of this Court, shall be sufficient authority to the said Sheriff of said Hendricks County, Indiana, to execute the same.

It is further ordered, adjudged and decreed by the court that upon the expiration of the statutory period of redemption and the execution by the Sheriff of a deed of conveyance of said mortgaged premises so sold and not redeemed, to the person or persons, firm or corporation, entitled thereto, the defendants to this suit and anyone claiming under or through them, or any or either of them, then in possession of said real estate or any part thereof shall, upon demand, and the exhibition of said deed, or a certified copy thereof, forthwith surrender to the holder of such deed the full and peaceable possession of said real estate; and in the event such person or persons, firm or corporation, or any or either of them, shall fail or refuse to surrender possession as aforesaid, then upon motion of the one entitled to such possession as aforesaid an order

shall be entered in this cause directing a writ of assistance to be issued to said Sheriff demanding him to remove such person or persons, firm or corporation, and all their property and effects, from said real estate and to put the holder of such Sheriff's deed into the full and quiet possession thereof; and jurisdiction is hereby reserved by this court for the purpose of making and enforcing any such order or writ.

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

WALTER THOMPSON, ET AL.)
VS) No. 13903.
MOORESVILLE BUILDING SAVINGS AND LOAN ASSOCIATION)

Come now the defendants by counsel and file motion to make complaint more specific, which motion is in words and figures following, to-wit: (H.I.).

WALTER THOMPSON, ET AL.)
VS) No. 13904.
E. M. ALLEN, ET AL.)

Come now the defendants by counsel and withdraw demurrer to complaint. Defendants now file a motion to strike out parts of complaint and to make complaint more specific, which motion is in words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) No. 7358. Judgt. vs Deft., George Arnold, for $25.00 Fine and Costs.
GEORGE ARNOLD)
JOE HAINES)
PAUL SMITH) J. D. 16, Page 101.

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant, George Arnold in person, who being duly arraigned in open court for his plea says that he is guilty of the offense charged. The court being duly advised finds the defendant guilty of the offense of Petit Larceny and that he should be fined in the sum of $25.00 and be imprisoned in the Indiana State Farm for a period of six months and that his true age is twenty-two years.

It is, therefore, adjudged and decreed by the court that the defendant, George Arnold, for the offense by him committed be fined in the sum of $25.00, and be committed to the Indiana State Farm for a period of Six months, and that he pay the costs of this action taxed at $_____ _____or, stand committed until the same are staid or paid.

This charge is now dismissed as to the defendant Joe Haines.

STATE OF INDIANA)
VS) No. 7360. Judgt. vs Deft. for $25.00 Fine and Costs.
JOE HAINES) J. D. 16, Page 101.

Comes now the State of Indiana by John A. Kendall, Prosecuting Attorney, and comes also the defendant, Joe Haines in person, who being duly arraigned in open court for his plea says that he is guilty as Accessory after the Fact to the Crime of Burglary. The court being duly advised now finds the defendant guilty of the crime of Accessory After The Fact to the Crime of Burglary or Petit Larceny, and that he is thirty years of age.

It is, therefore, adjudged by the court that he be fined in the sum of $25.00, and that he be imprisoned in the Indiana State Farm for a period of Six months and that he pay the costs of this action taxed at $_____, or stand committed until the same are paid or staid.

Sentence to Indiana State Farm suspended during good behavior.

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 29th, 1933.

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

NORBERT A. WAGNER)
VS) No. 13884.
MIDLRED NEGLEY)
CLAUDE NEGLEY)

Jury again brought into court. Taking of evidence continued and concluded.

At the close of the evidence the defendants tendered instructions numbered from 1 to 10, inclusive, and asked the court to indicate before the argument what instructions will be given, and the court indicates that it will give of the instructions tendered numbers 6 and 9, and the court refused of the instructions tendered by the defendants numbers 1, 2, 3, 4, 5, 7, 8, and 10, to the refusal of each one of which the defendants each separately and severally object and except. Arugments heard and concluded.

The court instructs the jury in writing, giving of the instructions tendered by the defendants numbers 6 and 9, to the giving of each one of which the plaintiff objects and excepts. And the court gives of its own motion instructions numbered from 1 to _____inclusive, to the giving of each one of which the plaintiff and each defendant each for himself and separately and severally objects and excepts.

Jury retires in charge of a sworn officer to deliberate.

And now all instructions, including those tendered and those given and refused are ordered filed with the clerk of this court and made a part of the record in this cause, which is now done, and which instructions are in the words and figures following, to-wit: (H.I.).

KATE M. FRANCIS)
VS) No. 13907.
HORACE T. FRANKLIN, ET AL.)

Comes now the plaintiff and upon his motion the defendants are ruled to answer the complaint herein on or before April 8, 1933.

STATE OF INDIANA)
VS) No. 7194.
BARNEY COLEMAN)

Comes now the defendant by counsel and on his motion this cause is dismissed for want of prosecution.

STATE OF INDIANA)
VS) No. 7358.
GEORGE ARNOLD)
PAUL SMITH)

Comes now the defendant, Paul Smith, in person, who being duly arraigned in open court for his plea says that he is not guilty of the offense charged. Bond fixed at $1000.00.

STATE OF INDIANA)
VS) No. 7359.
PAUL SMITH)

Comes now the State of Indiana, by John A. Kendall, Prosecuting Attorney, and comes also the defendant in person, who being duly arraigned in open court for his plea says that he is not guilty. Bond fixed at $1000.00.

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 30, 1933.

Court met pursuant to adjournment

Present Honorable A. J. Stevenson, Judge.

EARL R. BEBOUT)
VS) No. 13552.
LILLIAN S. FAUVRE, ET AL.)

Comes now the defendants, Fauvre and Fauvre, and Washington Bank and Trust Company, and move the court for a judgment on the verdict. Motion sustained.

It is, therefore, adjudged and decreed by the court that the plaintiff take nothing against the defendants Frank M. Fauvre, Lillian S. Fauvre, and the Washington Bank and Trust Company, and that said defendants recover their costs herein.

JOSEPH P. O'MAHONEY)
VS) No. 13838.
WALTER P. MORTON)

Come now the parties in person and by counsel and defendant files petition for physicial examination of plaintiff, which petition is in words and figures following, to-wit: (H.I.). The court having seen and examined said petition now allows the same, and appoints Dr. L. W. Armstrong to examine said plaintiff touching his injuries alleged in his complaint.

This cause being at issue, the sheriff of this county is ordered to bring into open court the following named jurors for jury service, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, J. K. Edwards, Claud Boyd, Paul Herod, Frank McClung, Charles Freeland, L. A. Welty, and Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truely try the issued joined according to the law and the evidence adduced.

Defendant files motion to instruct the witnesses to refrain from testifying as to any statement made by defendant relative to insurance coverage, which motion is in words and figures following, to-wit: (H.I.). The court having seen and examined said motion now sustains the same, to which ruling the plaintiff objects and excepts. Witnesses instructed in accordance with the motion, to which instruction the plaintiff objects and excepts.

The jury having heard a part of the evidence in this cause is now permitted to separate under proper instructions touching their conduct during separation until 9:00 o'clock A. M. Friday, March 31, 1933.

NORBERT A.WAGNER)
VS) No. 13884.
MILDRED NEGLEY)
CLAUDE NEGLEY)

Jury again brought into court and report that they are unable to agree upon a verdict, and having deliberated more than 16 hours and there being no objects to their discharge they are now discharged from further consideration of this cause.

STATE OF INDIANA)
VS) No. 7358. Judgt. vs Deft., Paul Smith, for $25.00 Fine and Costs.
GEORGE ARNOLD)
PAUL SMITH) J. D. 16, Page. 102

Comes now the defendant, Paul Smith, and asks permission to withdraw his plea of not guilty. Permission granted. Defendant now enters a plea of guilty to said charge in said affidavit.

Whereupon the Court finds that the defendant, Paul Smith, is guilty of the crime of petit larceny, and that he be fined in the sum of $25.00 and that he be imprisoned in the Indiana Reformatory for a period of not less than one year nor more than five years, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Paul Smith, be and he is fined in the sum of $25.00 and that he be and he is imprisoned in the Indiana Reformatory for a period 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.

DESDAMONIA E. STRATTON)
VS) # 13806 Judgt. vs Deft. for $6,000.00 and Costs.
CARL H. McCASKEY) J. D. 16, Page. 101.

Come the parties herein by their respective counsel, and all being present in open court, do now agree that judgment may be rendered in this cause for the plaintiff, against the defendant, for the sum and amount of $6,000.00, without relief from valuation or appraisement laws.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendant, Carl H. McCaskey, the sum of $6,000.00, together with the costs of this action, taxed at $_____, all without any relief from valuation or appraisement laws, this judgment not to be enforced by execution for the term of six months from this date, March 30th, 1933.

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

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 31st, 1933.

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

ALLEN A. WILKINSON LUMBER CO.)
VS) # 13459
RILEY E. SMITH, 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.). And the Court having examined said motion now sustains the same.

By agreement of said parties, this cause is sent on change of venue to Marion County, and the plaintiff is given five days in which to pay the costs and perfect change.

JAMES A. COLLINS, ADMINISTRATOR)
OF THE ESTATE OF DILLARD C.)
COLVIN, DECEASED.)
VS) # 13649
PENNSYLVANIA RAILROAD COMPANY.)

Comes now the defendant, by counsel, and the Court having examined the defendant's motion to make the second paragraph of complaint more specific, now overrules the same, to which ruling of the Court the defendant duly excepts.

JOSEPH P. O'MAHONY)
VS) # 13838
WALTER P. MORTON)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued.

And after hearing a part of the evidence, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Saturday, April 1st, 1933.

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 1st, 1933.

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

METROPOLITAN LIFE INSURANCE)
COMPANY)
VS) # 12546
LUCILE N. ANDERSON, ET AL.)

Come now the parties, by counsel, and the receiver is ordered to file report on or before April 8th, 1933.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A)
CORPORATION)
VS) # 13159
JOSEPH T. ROSS, ET AL.)

Comes now J. Marinn Roberts, receiver, and files his final report herein, which reads as follows: (H.I.)

This cause coming on to be heard on motion of the receiver to confirm the final report of J. Marion Roberts as receiver herein, and the court being duly advised, it is ordered, on motion of said receiver, that he be allowed the sum of $100.00 out of the moneys in his hands in full for his services herein.

And the court finds said report correct and that said receiver has fully obeyed the orders of court to him issued and has fully paid over all moneys coming into his hands as such receiver.

It is, therefore, considered and ordered by the court that all acts and things done by said J. Marion Roberts as receiver, as well as his said report, be, and they are hereby, approved and confirmed, and said J. Marion Roberts is discharged from his duties, liabilities, and responsibilities as such receiver, and his undertaking therefor is vacated and cancelled.

JOSEPH P. O'MAHONY)
VS) # 13838
WALTER P. MORTON)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and this cause is continued on account of illness of attorney.

And the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Monday, April 3rd, 1933.

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 3rd, 1933.

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

ELIZABETH A. GUYER)
VS) # 13593
ELDIN A. GUYER)
WILLIAM R. F. GUYER,)
GUARDIAN OF)
ELDIN A. GUYER, MINOR)

Comes now Elizabeth A. Guyer, by counsel, and files her verified petition asking that an order be made directing the Clerk of the Hendricks Circuit Court to surrender to the receiver of the Phoenix Realty Company, 2-share Certificate of Phoenix Realty Company preferred stock, Certificate No. 118, now held by him as a part of the assets in the guardianship of Eldin A. Guyer, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises, now directs the Clerk of the Hendricks Circuit Court to surrender to the petitioner, Elizabeth A. Guyer, 2-share Certificate of Phoenix Realty Company preferred stock, Certificate No. 118, which is now in his hands, and take her receipt.

JOSEPH P. O'MAHONY)
VS) # 13838
WALTER P. MORTON)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded.

At the close of testimony, the defendant tenders instructions numbered one to fourteen inclusive and asks the Court to indicate before argument of the instructions will be given and which refused. The Court indicates that it will give of the instructions tendered by the defendant, numbers 1, 5, 4, 9, 10, and 11, and the Court refuses to give of the defendant's instructions tendered, numbers 2, 3, 6, 7, 8, 12, 13, and 14, to the refusal of each one of which the defendant duly objects and excepts. And the said defendant now submits interrogatories numbered one to nine inclusive.

Arguments are heard and concluded, and at the close of said arguments, the Court instructs the jury in writing giving of the instructions tendered by the defendant numbers 1, 4, 5, 9, 10 and 11, to the giving of each one of which the plaintiff duly objects and excepts. And the Court gives of its own motion instructions numbered one to fifteen inclusive, to the giving of each one of which the plaintiff and defendant, each for himself separately and severally objects and excepts. Interrogatories numbered one to nine inclusive are submitted for answer.

And now the jury retires to its room in charge of a sworn officer to deliberate.

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, together with the interrogatories, and all of said instructions re-

quested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon and the defendant's interrogatories 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.).

And afterwards the jury is again brought into open Court and returns a verdict for the plaintiff in the sum of one thousand dollars, which verdict is in the words and figures following to-wit:

JOSEPH P. O'MAHONEY
VS
WALTER P. MORTON
CAUSE NUMBER 13838

We, the jury find for the plaintiff and assess his damages in the sum of $1000.

J. O. Tinder
FOREMAN

And the jury also returns answers to the defendant's interrogatories, which are as follows:

STATE OF INDIANA
COUNTY OF HENDRICKS
SS

IN THE HENDRICKS CIRCUIT COURT
CAUSE NO. _____

JOSEPH P. O'MAHONY
vs
WALTER P. MORTON

INTERROGATORIES.

Defendant hereby requests the Court to submit to the jury interrogatories numbered from one (1) to nine both inclusive, submitted herewith, with instructions to the jury that they shall answer said interrogatories and each of them in the event they return a general verdict.

Edgar Blessing
BINGHAM, MENDENHALL & BINGHAM,
By James E. Bingham
Attorneys for Defendant.

INTERROGATORIES

1. Was the plaintiff returning to his home from St. Paul's Church in an automobile driven by his daughter at the time of the accident and injuries complained of?
Ans. Yes.

2. At the time of the occurance and the injuries complained of was the automobile, in which plaintiff was riding, being operated by Cecilia O'Mahoney as the agent of her mother and father?
Ans. No.

3. Had the O'Mahoney family, on March 6th, 1932, all gone to Church together and were they returning from the church in the automobile which Cecilia O'Mahoney was driving at the time of the accident?
Ans. Yes.

4. At the time of the immediately prior to the accident complained of, was the defendant driving his automobile in Delaware Street at approximately 20 miles per hour?
Ans. Yes.

5. Was the defendant, after he left 17th Street, travelling south on Delaware Street,

and until the time of the accident, driving his car west of the center line of Delaware Street?
Ans. No.

6. Was Delaware Street icy and slippery upon the 6th day of March, 1932?
Ans. Yes.

7. Was the accident in question, between the automobile in which plaintiff was riding and the defendant's automobile, due and caused by the slippery condition of the surface of said Delaware Street?
Ans. No.

8. Was said collision, between defendant's car and the car in which plaintiff was riding, caused by the icy and slippery condition of the streets?
Ans. No.

9. Were Joseph O'Mahoney, Cecilia O'Mahoney and Bridget O'Mahoney engaged in the joint enterprise in attending church and in returning therefrom on the morning of the accident?
Ans. No.

J. O. Tinder
Forman

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

Tuesday Morning, April 4th, 1933.

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER AND)
LIGHT COMPANY, A CORP.,)
ET AL.)

Comes now the plaintiff, by counsel, and files interrogatories to each defendant, which interrogatories are in the words and figures following, to-wit: (H.I.).

And the Court having examined said interrogatories, the defendants are ruled to answer on or before April 15th, 1933.

PAPEC MACHINE COMPANY)
VS) # 13835
RILEY E. SMITH)

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.).

MARY HULLEY)
VS) # 13747
WILLIAM H. WHITE)
MARY WHITE)

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

And this cause being at issue and said parties being present, the sheriff of this county is ordered to bring into open court the following named jurors for jury service, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, J. K. Edwards, Paul Herod, Frank McClung, Charles Freeland, L. A. Welty, Mason Bryant and Claud Boyd, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the matter at issue and true verdict give according to the law and the evidence adduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M. Wednesday, April 5th, 1933.

And now the plaintiff dismisses this cause as to the defendant, Mary White.

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 5th, 1933.

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

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS, ET AL.)

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.). Said plaintiff also files demurrer to plea in abatement, which demurrer is in the words and figures following, to-wit: (H.I.).

MARY HULLEY)
VS) # 13747
WILLIAM H. WHITE)
MARY WHITE.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court and that taking of the evidence is continued and concluded. At the close of the testimony, the plaintiff tenders instructions numbered one to fifteen inclusive, and the defendant tenders instructions numbered one to seven inclusive. And the Court now indicates that it will give of the instructions tendered by the plaintiff numbers 1, 9, 10, 11 and 13, and the Court refuses to give of the instructions tendered by the plaintiff numbers 2, 3, 4, 5, 6, 7, 8, 12, 14 and 15, to the refusal of each one of which the plaintiff objects and excepts. And the Court indicates that it will give of the instructions tendered by the defendant numbers 1, 2, 3, 5 and 7, and the Court refuses to give of the instructions tendered by the defendants numbers 4 and 6, to the refusal of each one of which the defendant excepts.

Arguments heard and concluded, and at the close of said arguments, the defendant instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers 1, 9, 10, 11 and 13, to the giving of each one of which the defendant ofjects and excepts. And the Court gives of the instructions tendered by the defendant numbers 1, 2, 3, 5 and 7, to the giving of each one of which the plaintiff objects and excepts. The Court gives of its own motion instructions numbered one to _____ inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally objects and excepts.

And now the jury retires in charge of a sworn officer to deliberate

And now all 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.).

And afterwards the jury is again brought into open Court and returns a verdict for the defendant, which verdict is in the words and figures following, to-wit:

MARY HULLEY)
VS) CAUSE NUMBER 13747
WM. H. WHITE)

We, the jury, find for the defendant.

J. O. Tinder
FOREMAN

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

T. J. Stevenson, Judge.

Thursday Morning, April 6th, 1933.

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

STATE OF INDIANA)
VS) # 7357
VERN MOHLER)
THORNTON PARKER)
ROBERT MOORE)

It appearing to the Court that the above commitment is erroneous, the same is now corrected as to length of sentence, and said defendants are committed to the Indiana State Reformatory for a period of not less than one nor more than ten years.

It is, therefore, considered, ordered and adjudged by the Court that the record be and the same is now corrected, and the defendants are now committed to the Indiana State Reformatory for a period of not less than one nor more than ten years.

GEORGE L. McKINNEY, ADMR., ETC.)
VS) # 13843
VIOLETTA VETAS.)

Comes now the plaintiff, by counsel, and files motion for change and venue from the county, which motion 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 7th, 1933.

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

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA)
VS) # 12974
ADA L. PRITCHETT, ET AL.)

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 the Court having examined said report and being duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust.

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA)
VS) #13035
THEODORE OGDEN, ET AL.)

Comes now the receiver, 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 duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust.

GEORGE L. McKINNEY, ADMR., ETC.)
VS) # 13843
VIOLETTA VETAS.)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for change of venue from the county, heretofore filed, now sustains the same.

D. FENTON THOMPSON)
VS) # 13889
COLONIAL MINERAL SPRINGS CO.)

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

KOTHE, WELLS & BAUER CO., INC.)
VS) # 13785 Judgt. vs Deft. for $223.93 and Costs.
J. B. LONG.) J. D. 16, Page 102.

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, 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 from the defendant on the account sued upon the sum of $223.93 with interest thereon from the 14th day of August, 1931, and that the plaintiff is entitled to a judgment against the defendant, J. B. Long, for said sum, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, J. B. Long, the sum of $223.93 with interest thereon from the 14th day of August, 1931, together with the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA ON RELATION OF)
RICHARD A. MCKINLEY, BANK COM-)
MISSIONER OF INDIANA.)
VS) # 13929
CITIZENS BANK .)

Comes now the relator in person and by Philip Lutz, Jr., Attorney General of Indiana, his attorney, and files in open court, his verified petition for the appointment of a receiver for said defendant CITIZENS BANK, of Amo of HENDRICKS County, State of Indiana, which said petition reads in the words and figures as follows, to-wit: (H.I.)

The defendant now files waiver of issuance and service of summons and consent to appointment of a receiver for said Citizens Bank; and it is thereupon ordered that April 11th, 1933 at 9 o'clock AM., be and is hereby fixed as the time and the court room in 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 CITIZENS BANK by one publication in the Plainfield Messenger, a newspaper of general circulation published in HENDRICKS County, Indiana, not less than 2 days before said April 11th 1933.

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 8th, 1933.

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

JOHN W. TWITTY) (This case has been reversed by Appellate Court. See C.O.B. 86-Pg. 60)
VS) # 12794 Judgt. vs Pltf. for Costs.
HERMAN B. ROSS, ET AL.) J. D. 16, Page 102.

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being duly advised, now finds for the defendants, and that the plaintiff take nothing on its complaint herein and that the defendants should recover their costs.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff take nothing on its complaint herein, and that the plaintiff pay the costs of this action, taxed at _____dollars and _____ cents.

PEOPLES STATE BANK, TRUSTEE)
VS) # 13584
WILLIAM MARSHALL, ET AL.)

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER AND LIGHT)
COMPANY, A CORP., ET AL.)

Comes now the defendant, by counsel, and files motion to strike out fourth paragraph of complaint, which motion is in the words and figures following, to-wit: (H.I.).

VIRGIL R. ARNOLD)
VS) # 13698 Judgt. vs Pltf. for Costs.
STANDARD OIL COMPANY OF IND.) J. D. 16, Page 102.

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly excepts

It is, therefore, adjudged and decreed by the Court that the plaintiff take nothing against the defendant herein and that the defendant recover the costs of this action.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal. Bond is fixed at $200.00 and the plaintiff now suggests the name of_____ as surety on said bond, which surety the Court now approves. Sixty days are given in which to file bond and bill of exceptions.

KATE M. FRANCIS)
VS) # 13907
HORACE T. FRANKLIN, ET AL.)

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

MARVIN R. CLIFTON)
VS) # 13911
ALTA E. CLIFTON)

Come now the parties, by counsel, and the defendant's petition for temporary allowance and suite money is coming on for hearing, and the Court having heard the evidence and being duly advised, now rules the plaintiff to pay the defendant the sum of $35.00 with which to prepare case for trial.

And now the defendant files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

METROPOLITAN LIFE INSURANCE)
COMPANY, A PORPORATION.)
VS) # 13559 DECREE IN FORECLOSURE.
JAMES M. COSLER,) Judgt. vs Defts., James M. Cosler and Anna
ANNA A. COSLER, HIS WIFE,) A. Cosler, for $7398.09 and Costs.
STATE SAVINGS AND TRUST) J. D. 16, Page. 103.
COMPANY,)
ROBERT LEAP.)

Comes now the plaintiff by Edgar M. Blessing and Jones, Hammond & Buschmann, its attorneys, and come also the defendants, James M. Cosler, Anna A. Cosler, his wife, and Robert Leap, by Ira Sharp, their attorney, and comes also the State Savings and Trust Company by Homer Elliott, its duly qualified and acting receiver, under the appointment of the Circuit Court of Marion County, by Elliott, Weyl & Jewett, his attorneys, and files its waiver of process, appearance and answer as follows: (Insert)

And this cause, being at issue on the complaint and the respective answers heretofore filed and this day filed, is submitted to the court for trial, finding and decree; and the court having heard the evidence and being duly advised in the premises, finds for the plaintiff that the allegations of its complaint are true; that there is due the plaintiff from the defendants, James M. Cosler and Anna A. Cosler, his wife, upon the notes sued on the sum of $6784.40, principal and interest, the further sum of $313.69, taxes paid by the plaintiff with interest thereon, and the further sum of $300.00 as a fee for plaintiff's attorneys, making in all the sum of $7398.09, all without relief from valuation or appraisement laws; that said notes, being in default, drew interest at the rate of 8% per annum.

The court further finds that said sum is secured by a mortgage upon the real estate described in plaintiff's complaint and hereinafter described, and that plaintiff is entitled to have said mortgage foreclosed and to have said real estate sold to pay and satisfy its said claim.

The court further finds that the defendant, State Savings and Trust Company, holds a mortgage for $300.00 on said real estate but that said mortgage, by its express terms, is second and subordinate to the mortgage of the plaintiff herein.

The court further finds that the defendant, Robert Leap, is the tenant occupying said real estate under a lease from the other defendants herein and that said defendant's tenancy expired on the 1st day of March, 1933.

IT IS, THEREFORE, CONSIDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover from the sale of the real estate herein after described, the sum of $7398.09, together with the costs of this action, without relief from valuation or appraisement laws.

IT IS FURTHER CONSIDERED, ADJUDGED AND DECREED by the court that the equity of redemption of all the defendants herein and of all persons claiming from, under or through them in and to the real estate described in the complaint and in said mortgage, situate in the County of Hendricks, State of Indiana, to-wit:

A part of the East Half of the Southeast Quarter of Section Seventeen (17), Township Seventeen (17) North, Range One (1) East, bounded as follows:

Beginning at a point on the West line of said half quarter, which is Fifty (50) rods South of the Northwest corner thereof and running thence South on said line One Hundred Ten (110) rods to the Southwest corner thereof; thence East on the South line of said half quarter Eighty-one and one-fourth (81¼) rods to the Southeast corner of said half quarter, thence North on the East line of said half quarter One Hundred Ten (110) rods to a point directly East of the place of beginning; thence West Eighty-one and one-fourth (81¼) rods to the place of beginning, containing Fifty-four and sixty-six hundredths (54.66) acres, more or less. Also, the Northeast Quarter of the Northeast Quarter of Section Twenty (20), Township Seventeen (17) North, Range One (1) East, containing Forty (40) acres, more or less.

And containing in both of the above described tracts Ninety-four and sixty-six hundredths (94.66) acres, more or less,

be and the same is hereby forever barred and foreclosed, and that said real estate and all right, title, interest and claim of said above named defendants, and of each of them, and of all persons claiming from, under or through 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, Indiana, as other lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws.

That the proceeds arising from the sale of said real estate shall be applied by the sheriff of said county in the following manner:

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

Second: To the payment of the amount herein adjudged to be due and owing on the notes sued upon, together with interest from this date at the rate of 8% per annum.

Third: Any overplus remaining after the payment of said judgment in favor of plaintiff, together with interest and costs therein, shall be paid by the sheriff of said county to the Clerk of the Hendricks Circuit Court for the use and benefit of the parties lawfully entitled thereto.

ANNA BOWEN)
VS) # 13844
DAVID A. HIGGINS)
ANGELINE HIGGINS)

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 ten days before the day fixed by the plaintiff by indorsement on her 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 this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury. Evidence is heard.

STATE OF INDIANA)
VS) # 7362 Judgt. vs Deft. for $1.00 Fine and Costs.
TIM FEENEY) J. D. 16, Page 103.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Tim Feeney, in person, who being duly arraigned in open Court for his plea says he is guilty.

Whereupon, the Court finds that said defendant is guilty as charged in the affidavit and that said defendant for the offense by him committed be fined in the sum of $1.00 and that he be imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Tim Feeney, for the offense by him committed be and he is fined in the sum of $1.00 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.

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 interests of society does not demand or require that the defendant shall suffer the penalty imposed by law if said Tim Feeney 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, Tim Feeney be permitted to go at liberty on probation so long as he behaves well.

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 10th, 1933.

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

MARVIN R. CLIFTON)
VS) # 13911
ALTA E. CLIFTON)

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.).

HENRY H. UNDERWOOD)
VS) # 13277
A. EMMETT BLY, ET AL.)

Comes now the receiver, 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 duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust.

TAYLOR H. DOLEN)
VS) # 13756
E. J. SCOTT, ET AL.)

Come now the defendants, Scott and McKey, by counsel, and file answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

And the Court being duly advised, now orders summons issued to cross-defendants, making the same returnable May 1st, 1933.

FIDELLAR C. KIRKHAM)
VS) # 13825
THE UNION CENTRAL LIFE)
INSURANCE COMPANY, A CORP.)

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

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

ANNA BOWEN)
VS) # 13844 Judgt. vs Defts. for Costs.
DAVID A. HIGGINS, ET. AL.) J. D. 16, Page 103.

Comes now again the plaintiff in person and by counsel and the court being fully advised in the premises finds that the allegation of plaintiff's complaint are true.

The the plaintiff is the owner in fee simple of the southeast quarter of the northwest quarter of Section 2, Township 15 North Range 2 West, containing 44.32 acres; also, the southwest quarter of the northwest quarter of Section 2, Town-

ship 15 North Range 2 West, containing 44 acres more or less.

The court further finds that the defendants had a life estate in the above described real estate, but that said defendants and each of them have wholly failed to pay the taxes on said real estate, have wholly failed to pay the insurance on the improvements on said real estate and have wholly failed to keep and maintain said real estate and the improvements in repair. The court further finds that said defendants have failed to protect the said plaintiff in her title to said real estate, under a deed from these defendants to said plaintiff and that plaintiff has been compelled to pay out a sum much large than the value of defendants' life estate and that said life estate of the defendants in and to the above described real estate should be forfeited.

It is, therefore, adjudged and decreed by the court that the life estates of the defendants, in the above entitled cause to the real estate hereinbefore described, be, and the same is, forfeited to the plaintiff in this case and that the plaintiff is now the owner in fee simple of the above described real estate wholly relieved and unencumbered by the life estate of the said David A. Higgins and his wife, Angeline Higgins, or either of them.

It is further ordered, adjudged and decreed by the court that the plaintiff recover her costs against the defendants taxed at $_____.

STATE OF INDIANA)
VS) # ~~13844~~ Judgt. vs Deft.,Frank Tallman, for $50.00 Fine and Costs.
FRANK TALLMAN) J. D. 16, Page 102.
JIM SURFACE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and come also the defendant, in person, and each being duly arraigned in open Court, the defendant, Frank Tallman, for his plea says that he is guilty.

Whereupon the Court finds that said defendant, Frank Tallman, is guilty as charged in the affidavit, and that said defendant for the offense by him committed be fined in the sum of $50.00,and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Frank Tallman, for the offense by him committed be and he is fined in the sum of $50.00, and that he pay the costs of this action, taxed at _____dollars and _____cents.

It is further ordered by the Court that the defendants' automobile be sold by the Sheriff and beverage ordered destroyed.

And now the defendant, Jim Surface, for his plea says that he is not guilty, and his bond is fixed at $200.00.

Monday, April 10th, 1933, and the 31st day of the March Term, 1933.

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 11th, 1933.

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER)
AND LIGHT COMPANY,)
A CORPORATION, ET AL.)

Comes now the Indianapolis Power and Light Company, by counsel, and files motion to strike out parts of complaint, which motion is in the words and figures following, to-wit: (H.I.).

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS,)
ET AL.)

Comes now the plaintiff, by counsel, and withdraws his demurrer to the plea in abatement. And said plaintiff also asks permission to withdraw the answer to the plea in abatement. And the Court being duly advised now grants permission, and answer is withdrawn.

And now comes the defendant, by counsel, and files plea in abatement to second paragraph of the complaint, which plea in abatement is in the words and figures following, to-wit: (H.I.). And said plaintiff also files demurrer to the plea in abatement addressed to each paragraph of the complaint, which demurrer is in the words and figures following,to-wit: (H.I.). And the Court being duly advised, now sustains the demurrer to each plea in abatement, to which ruling of the Court the defendants McGinty and McGinty duly object and and except.

STATE OF INDIANA ON THE RELATION OF)
RICHARD A. MCKINLEY, BANK COMMISSIONER)
OF THE STATE OF INDIANA,)
VS) # 13929 E N T R Y
CITIZENS BANK)

Comes now the relator in the above entitled cause, by Philip Lutz, Jr., Attorney General and _____Assistant Attorney General, and comes now the defendant CITIZENS BANK by Hurrel Gosten attorney and said defendant files answer in general denial, and this cause now being at issue is submitted to the court for hearing, and the court having examined the complaint and the proofs of publication of notices to stockholders and depositors of the CITIZENS BANK, which proofs of publication are as follows: (H.I.), and having heard the evidence thereon and being duly and sufficiently advised in the premises, now finds that the allegations of said complaint are true and that said CITIZENS BANK is in a failing and insolvent condition, and that a receiver should and ought to be appointed as prayed for in relator's application, to take possession of all the property, premises, and assets of defendant.

It is, therefore now ordered adjudged, and decreed,

by the court that The Danville Trust Company be and he hereby is appointed receiver of said defendant to take into his custody, possession, and control as such receiver all of the property, real, personal and mixed, and all choses in actions and assets of the said defendant CITIZENS BANK, and to hold, manage, and conserve the same under the orders of this court, and as this court may from time to time in and by such orders direct, and to do all other acts necessary for the carrying out of the purpose of said receivership.

And now comes said, The Danville Trust Company and accepts the appointment as such receiver now takes an oath faithfully to perform his duties as such receiver.

O A T H.

I, Chas. Z. Cook, Secy of The Danville Trust Co. do solemnly swear that I will faithfully perform all of my duties as receiver of the CITIZENS BANK, and that I will faithfully account for any and all property and moneys that may come into my custody and possession as such receiver, so help me God.

The Danville Trust Co.
By Chas Z Cook Sec'y

Subscribed and sworn to before me this 11th day of April 1933
(SEAL) Frank Tucker

STATE OF INDIANA)
VS) # 7364
CHAS. CUNNINGHAM)
WILLIAM OLLIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and come also the defendants, in their own proper persons, and each being duly arraigned in open Court for his separate and several plea says he is not guilty. And the Court now fixes each bond at $5000.00.

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 12th, 1933.

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

O. FRANK MUSSELMAN)
VS) # 13675
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

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

And the Court having seen and examined said bill of exceptions now signs and orders same filed as a part of the record in this case.

Charles V. Sears, Special Judge.

Charles V. Sears, Special Judge.

JAMES W. FINCHUM, ADMR.)
VS) # 13625
MERIDIAN PETROLEUM CO.,)
ET AL.)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for a new trial, heretofore filed, and being duly advised in its premises, now overrules said motion, to which ruling of the Court the plaintiff duly objects and excepts. And now the Court renters judgment on the verdict of the jury.

It is, therefore, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants the sum of $1.00, together with the costs of this action, taxed at _____dollars and _____ cents.

And now the plaintiff prays an appeal to the Appellate Court of Indiana, and the Court being duly advised now grants appeal, and bond is fixed in the amount of $200.00. The plaintiff now suggests the name of_____ _____ as surety on said bond, which surety the Court now approves. Sixty days are given in which to file said bond and bill of exceptions.

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 13th, 1933.

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

GEORGE F. SWAIM)
VS) # 12989
FRED CLARK)

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

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

Charles V. Sears, Special Judge.

CHESTER NOBLET)
VS) # 12368
MARION NOBLET, ET AL.)

Comes now the 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 duly advised in its premises, now approves the same, and said commissioner is discharged from his bond and trust.

CYRUS O'HAIR)
VS) # 13768
SECURITY TRUST COMPANY,)
ET AL.)

Come now again the parties, by counsel, and the Court having examined the defendants' motion for a new trial, heretofore filed, and being duly advised, now overrules the same, to which ruling of the Court the defendants Security Trust Company and Irving Le Maux each objects and excepts.

And now the defendants, Security Trust Company and Irving Le Maux each pray an appeal to the Appellate Court of Indiana, and the Court being duly advised, now grants said appeal, and bond is fixed at $8500.00. The defendants, Security Trust Company and Irving Le Maux each now suggest the name of United States Fidelity and Guaranty Co. as surety on said bond, which surety the Court approves, and sixty days are given in which to file bond and bill of exceptions.

STATE OF INDIANA)
VS) # 7364
CHARLES CUNNINGHAM)
WILLIAM OLLIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles Cunningham, herein, and withdraws his plea of not guilty and enters his plea of guilty to the offense charged, and the Court now takes this cause under advisement.

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

C. J. Stevenson, Judge.

Friday Morning, April 14th, 1933.

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

BURREL SHRAKE)
VS) # 13890
SINCLAIR OIL REFINING CO.)

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

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

EVA KESLER)
VS) # 13621
HENRY COX)

Come now the parties, by counsel, and the Court now overrules the defendant's objections to the admissibility of evidence heretofore offered, and on which rules were withheld.

And now the Court being duly advised, finds for the defendant on the first paragraph of the complaint. And the Court finds for the plaintiff on the second, third and fourth paragraphs of the complaint, and that there is due the plaintiff on the note sued upon in the second paragraph of the complaint in principal and interest the sum of $ 1854.44 , that there is due the plaintiff from the defendant on the note sued upon in the third paragraph of complaint in principal and interest the sum of $ 968.32 , and that there is due the plaintiff on the note sued upon in the fourth paragraph of complaint from the defendant in the sum of $ 1382.11 in principal and interest. The Court further finds that $250.00 is a reasonable fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Henry Cox for a total of said sums, 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 xx have and recover of and from the defendant, Henry Cox, the sum of $4454.87 , together with the costs of this action, taxed at xxxxxxxxxxxxxxx dollars and xxxxxxxxxxxxxxx cents, all without relief from valuation and appraisement laws.~~

KATHRINE Y. HURT)
VS) # 13833 Judgt. vs Deft. for $5.00 per week and Costs.
PAUL H. HURT) J.D. 16, Page 104.

Comes now Kathrine Y Hurt, plaintiff in the above entitled cause, by Horace L. Hanna, her attorney and it appearing to the satisfaction of the court by notice and proof of publication herein, which notice and proof of publication are in the words and figures as follows, to-wit: (Here Insert), that the defendant, Paul H. Hurt has been duly notified of the pendency of this action by three successive publications in the Plainfield Messenger a weekly newspaper of general circulation, printed in the English language in the town of Plainfield, Hendricks County, Indiana, the last of which publications was made on the 23rd day of February, 1933, and which three weeks publication was made more than thirty days before the 4th day of April, 1933, said day being the return day thereon as endorsed on plaintiff's complaint herein, and said endorsement being duly signed by plaintiff's attorney herein, and as duly ordered by the court for the return day thereon.

And the court finds that said defendant, Paul H. Hurt has been duly notified of the pendency of this action by publication as prescribed by law, and said defendant failing to appear, on motion of plaintiff is three times loudly called, but come not and herein makes default and John A. Kendall, Prosecuting Attorney for this Judicial Circuit comes now and enters his name on the appearance docket where said cause is docketed, and files an answer for said defendant in general denial thereof, which answer is in the words and figures,following, to-wit: (Here Insert)

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 that the allegations of plaintiff's complaint are true and finds for the plaintiff, and that she is entitled to a decree of divorce from said defendant on the grounds therein alleged.

The court further finds that plaintiff and defendant have, as the fruits of their marriage, two children, whose names and ages are as follows:
Helen Elizabeth Hurt, 10 years of age January 12, 1933
Rosemary Hurt, 5 years of age, July 20, 1932.

That the defendant is not a fit person to have the care and custody of said children.

The court further finds that the plaintiff is a suitable person to have the care and custody of said children and that the custody, care and education of said children should be awarded to the plaintiff exclusively, and that the defendant should not be permitted to visit said children, except under the direction of the judge of this court.

The court further finds that the plaintiff should be allowed the sum of five dollars per week for the support and maintenance of said children, and that said sum should be paid by defendant into the clerk's office of this court weekly, said payments to begin on the 21st day of April, 1933, and that said payments should continue for each week thereafter until further order of this court.

It Is Therefore, considered, ordered, adjudged and decreed by the court that the bonds of matrimony existing between the plaintiff and defendant herein, be, and they are hereby dissolved, and said plaintiff is hereby granted a divorce from said defendant.

It Is Further Ordered, adjudged and decreed by the court that the custody, care and education of the children of said plaintiff and defendant, Helen Elizabeth Hurt and Rosemary Hurt, be until further order, awarded to the plaintiff exclusively, and that the defendant is hereby enjoined from interfering with either of said children, or with plaintiff in her custody of them; and that the defendant shall not, until further order, be permitted to visit said children except under the direction of the judge of this court.

It is further ordered, by the court, that the plaintiff be allowed the sum of Five Dollars ($5.00) per week for the support and maintenance of said minor children, and that the defendant pay to the clerk of the Hendricks Circuit Court, Danville,

Indiana, $5.00 on the 21st day of April, 1933, and that said payments of $5.00 per week shall continue to be paid to the clerk for the use and benefit of said plaintiff in the care and custody of said children, until further order of this court.

It is further ordered and decreed by the court that the plaintiff pay 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, April 15th, 1933.

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER AND)
LIGHT COMPANY, A CORP.,)
ET AL.)

Comes now the defendant, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, by counsel, and files motion to strike out interrogatories, which motion is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7364 Judgt. vs Deft., Charles Cunningham for Costs.
CHARLES CUNNINGHAM) J. D. 16, Page 104.
WILLIAM OLLIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles Cunningham, and said defendant having heretofore plead guilty as charged in the affidavit, and the Court being duly advised, the Court now finds that the defendant, Charles Cunningham, for the offense by him committed be imprisoned in the Indiana Reformatory for a period of not less than three years nor more than ten years, and that his true age is twenty-four years.

And the Court further finds that the defendant, Charles Cunningham, should pay the costs of this action or stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Charles Cunningham, for the offense by him committed be and he is imprisoned in the Indiana Reformatory for a period 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, or stand committed until the same are staid or paid.

STATE OF INDIANA)
VS) # 7365
CHARLES CUNNINGHAM)
WILLIAM OLLIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the said William Ollis, in his own proper person, who being duly arraigned in open Court for his plea says that he is not guilty. And the Court being duly advised, now fixes said defendant's bond at $5000.00.

And now said defendant, William Ollis, requests the Court to appoint an attorney to defend him as a poor person. And the Court being sufficiently advised, now appoints Charles V. Sears, an attorney, to defend said defendant.

BERGEN LAGRANGE,)
VS) # 13340
DANVILLE SOUTH CEMETERY,)
a Corporation,)
THE DANVILLE TRUST COMPANY)
of Danville, Indiana, TRUSTEE.)

Comes now Daniel F. Roberts, Receiver of the Danville South Cemetery Association and files his verified petition for approval of the sale by said Receiver of certain lots and / or parts of lots by the Danville South Cemetery, and for authority to release a certain mortgage as to said respective lots and/or parts of lots, which petition is in the words and figures as follows, to-wit: (H.I.)

And the Court having examined said petition and being duly advised in the premises does now find the matters and facts set forth therein to be correct and true and that the prayer thereof should be granted and the deeds tendered with said petition should be approved; that said petition should be approved and the mortgage released as to said lots and/or parts of lots described in said respective deeds.

It is therefore Ordered, Adjudged and Decreed by the Court that each of the following deeds from Daniel F. Roberts, Receiver of the Danville South Cemetery Association to the following respective persons be ratified and approved:

No.One: Hubert Westerfield,
SW 1/4 of Lot 15 in Osborn's Addition.

No.Two: Grace L. Gastino,
West 1/2 of Lot Two in Rippitoe's Addition.

No.Three: Sarah B. Lilly,
SE 1/4 of Lot 15 in Osborn's Addition.

No.Four: William C. Clements & Eliza S. Weddle,
Lot 26 in Thomas' Addition.

No.Five: Mrs. Mason Meek,
South 1/2 of Lot One in Block 5,
Rippitoe's Addition.

No.Six: Carrie Funkhouser,
SW 1/4 of Lot 11 Osborn's Addition.

No.Seven: Mrs. Charles Newport,
North 1/2 Lot 49 Rippitoe's Addition.

No. Eight: Charles H. Hughes,
SE 1/4 of Lot 11, Rippitoe's Addition.

No.Nine: Elmer Gentry,
South 1/2 of Lot 49, Rippitoe's Addition.

No.Ten: Dollie Fox,
North 1/2 of Lot 48, Rippitoe's Addition.

It is further ordered that said Daniel F. Roberts, Receiver of Danville South Cemetery Association, is hereby authorized and directed to release the mortgage heretofore executed by the said Danville South Cemetery Association to the Danville Trust Company, Trustee, executed March 1, 1928 as to each of the above described lots and/or parts of lots, all of which is hereby ordered, Adjudged and Decreed.

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 17th, 1933.

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

STATE OF INDIANA, EX REL)
FLORA ARCHER)
VS) # 13600 Judgt. vs Deft. for $10.00 per calender month.
JUDSON RENN) J. D. 16, Page 104.

Come now the parties, in person and by counsel, and the defendant files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

And this cause being at issue the sheriff is ordered to bring into open Court the following jurors for jury services, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, J. K. Edwards, Claud Boyd, Paul Herod, Frank McClung, Charles Freeland, L. A. Welty and Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truely try the issues joined herein and true verdict give according to the law and evidence adduced.

Evidence heard and concluded and arguments heard and concluded, and at the close of said arguments, the Court instructs the jury in writing giving of its own motion instructions numbered one to _____ inclusive, to the giving of each one of which the defendant duly objects and excepts.

And now the jury retires in charge of a sworn officer to deliberate.

And now all instructions given in this case by the Court of its own motion, are ordered filed with the Clerk of this Court as a part of the records in this case, which is now done, which instructions are in the words and figures following, to-wit: (H.I.).

And now the jury is again brought into Court and returns a verdict for the relatrix and that the defendant is the father of said child, which verdict is in the words and figures following, to-wit:

"STATE OF INDIANA)
ex rel Flora Archer)
vs) CAUSE NUMBER 13600
JUDSON RENN)

We, the jury, find that on December 10th, 1932, the relatrix, Flora Archer, was delivered of a bastard child and that the defendant, Judson Renn, is the father of said child.

J. O. Tinder
FOREMAN"

It is, therefore, now adjudged and decreed by the Court that the defendant, Judson Renn, pay to the said, Flora Archer, as mother, for the support of the said child the sum of $10.00 per month, for a period of three years, said first payment to be made on or before May 1st, 1933, and the further sum of $10.00 on the 1st day of each calender month thereafter, until the sum of $360.00 has been paid. And the defendant Judson Renn, is now committed to custody of sheriff pending further order.

STATE OF INDIANA ON THE)
RELATION OF LUTHER F.)
SYMONS, BANK COMMISSIONER)
OF INDIANA.)
VS) # 13635
HUNTER BANK.)

Comes now the United States Fidelity and Guaranty Company, by counsel, and files petition for preferred claim, which petition is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA EX REL)
LUTHER F. SYMONS, BANK)
COMMISSIONER.)
VS) # 13810
CLAYTON BANK AND TRUST CO.)

Comes now the Reconstruction Finance Corporation, by counsel, and files claim for preference, which claim is in the words and figures following, to-wit: (H.I.).

HULDA MOORE)
VS) # 13815
JOSEPH W. MOORE)

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.).

ROBERT M. NEWBY)
VS) # 13940
HARRY HUGHES, ADMR.,)
ETC., ET AL.)

Comes now the petitioner, by counsel, and files petition for temporary restraining order, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition and being duly advised, the same is now set for hearing April 25th, 1933, at 9:00 o'clock A. M.

THE STATE OF INDIANA)
VS) # 7085
RUBEN H. SHULER)

Comes now the State of Indiana, by John A. Kendall, 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 SMITH AGRICULTURAL)
CHEMICAL COMPANY)
VS) # 13923
ERASMUS D. MONTGOMERY,)
MAJOR COFFEE,)
ASA A. SCOTT,)
A. EARL CLINE.)

Judgt. vs Deft., Erasmus D. Montgomery, for $85.49 and Costs.
J. D. 16, Page 105.
Judgt. vs Defts. Erasmus D. Montgomery & Asa A. Scott, for $50.80 and Costs.
J. D. 16, Page 105.
Judgt. vs Defts. Erasmus D. Montgomery & A. Earl Cline, for $111.18 and Costs.
J. D. 16, Page 105.

Comes now the plaintiff, by Chas. V. Sears, its attorney, and dismisses this cause of action as to the defendant Major Coffee.

And now it appearing to the court from the summons herein and the return of the sheriff endorsed thereon that said defendants Erasmus D. Montgomery, Asa A. Scott and A. Earl Cline have been served with process more than ten days before the 13th day of April, 1933, being the date endorsed on plaintiff's complaint as return day for summons thereon, which said summons and sheriff's return are in words and figures as follows, to-wit: (H.I.)

And now said cause coming on for trial the said defendants Erasmus D. Montgomery, Asa A. Scott and A. Earl Cline are each, by order of the court, in open court, by the sheriff, three times loudly called but come not and herein wholly make default.

And the court having heard the evidence, and being duly advised and informed in the premises, finds for the plaintiff on the first paragraph of complaint, and that the allegations of said paragraph of complaint are true, and that there is due plaintiff from said defendant Erasmus D. Montgomery, on the note sued upon in said paragraph of complaint, the sum of $77.72 of principal and interest and the further sum of $7.75 as fees for plaintiff's attorney, a total sum of $85.49.

It is therefore considered, adjudged and decreed by the court that the plaintiff have and recover of and from said defendant, Erasmus D. Montgomery on the first paragraph of complaint herein the sum of Eighty-five and 49/100 ($85.49) Dollars, together with its costs of suit, all without relief from valuation or appraisement laws.

And the court further finds for the plaintiff on the second paragraph of complaint herein, and that the allegations of said second paragraph of complaint are true, and that there is due plaintiff from the defendants Erasmus D. Montgomery and Asa A. Scott, on the note sued upon in said second paragraph of complaint, the sum of $40.80 of principal and interest and the further sum of $10.00 as fee for plaintiff's attorney, a total sum of $50.80.

It is therefore considered and adjudged by the court that the plaintiff have and recover of and from said defendants, Erasmus D. Montgomery and Asa A. Scott, on the said Second Paragraph of complaint herein, the sum of Fifty and 80/100 ($50.80) Dollars, without relief from valuation or appraisement laws, together with its costs of suit.

And the court further finds for the plaintiff on the Third Paragraph of complaint herein, and that the allegations of said paragraph of complaint are true, and that there is due plaintiff from the said defendants, Erasmus D. Montgomery and A. Earl Cline, on the note sued upon in said paragraph of complaint, the sum of $96.18 of principal and interest and the further sum of $15.00 as a fee for the services of plaintiff's attorney herein, a total sum of $111.18.

It is therefore considered and adjudged by the Court that the plaintiff have and recover of and from said defendants, Erasmus D. Montgomery and A. Earl Cline, on the said Third Paragraph of complaint herein, the sum of One Hundred Eleven and 18/100 ($111.18) Dollars, without relief from valuation or appraisement laws, together with its costs of suit.

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.

C. J. Stevenson, Judge.

Tuesday Morning, April 18th, 1933.

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

STATE OF INDIANA)
VS) # 7347 Judgt. vs Deft. for $100.00 Fine and Costs.
RUSSELL JEWELL) J. D. 16, Page 105.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes the defendant, Russell Jewell, and the said defendant having heretofore plead guilty and the Court now being duly advised, now finds the defendant guilty of issuing a fraudulent check.

Whereupon, the Court finds that the defendant for the offense by him committed be fined in the sum of $100.00 and that he pay the costs of this action and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Russell Jewell, for the offense by him committed, be and he is hereby fined in the sum of $100.00 and that he pay the costs of this action, taxed at _____ dollars and _____cents, and that he stand committed until the same are staid or paid.

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 19th, 1933.

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

C. L. MOORE, G. M. MOORE)
AND W. T. NEWTON, PARTNERS)
DOING BUSINESS IN NAME OF)
MOORE-NEWTON LUMBER COMPANY)
VS) # 13750
OTIS KIRTLEY)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

HULDA MOORE)
VS) # 13815
JOSEPH W. MOORE)

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

And 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. And the Court having heard the evidence in this case, the same is now taken under advisement.

DOROTHA HARRIS)
VS) # 13942
INA WILSON)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of the defendant, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court being duly advised, now orders non-residence notice published, making the same returnable on the 15th day of June, 1933.

STATE OF INDIANA)
VS) # 7366
RICHARD DYE)
NORREL LEISURE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and files amended affidavit, which amended affidavit is in the words and figures following, to-wit: (H.I.).

Wednesday, April 19th, 1933, and the 39th day of the March Term, 1933.

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

Thursday, April 20th, 1933, and the 40th day of the March Term, 1933.

Thursday Morning, April 20th, 1933.

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

WILLIAM H. BALDAUF)
MINA E. BALDAUF)
Plaintiffs)
VS) # 13730 Judgt. vs Defts. for $70.00 and Costs.
THOMAS H. KINNEY) J. D. 16, Page 106.
MARGARET KINNEY)
Defendants)

Comes now the parties in person, and by counsel and said cause being at issue, 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 argument of counsel, and being fully advised and informed in the premises, finds for the plaintiffs, and that the allegations of the complaint are true, and that said plaintiffs are the owners as tenents by entirety, and entitled to the immediate possession of the real estate described in the complaint.

The court further finds that the defendants unlawfully hold the possession of said real estate, and that they have wrongfully kept plaintiffs out of the possession of the same, and that said plaintiff's have been damaged in the sum of $70.00 for the unlawful detention of said real estate.

It is therefore considered, adjudged and decreed by the court that the plaintiffs are the owners in fee simple and entitled to the immediate possession of the real estate described in the complaint herein, and described as follows to-wit:

The southwest quarter of Section 30, Township 17 North Range 1 east all in Hendricks County, State of Indiana.

It is further considered and adjudged by the court that the plaintiffs recover of and from the defendants the possession of said real estate, together with damages for the unlawful detention thereof in the sum of $70.00 and the sum of $_____ and _____ cents, as the costs herein.

CYRUS O'HAIR)
VS)
SECURITY TRUST COMPANY,) 13768
IRVING LEMAUX,)
ALEX A. CASE,)
BASCOM O'HAIR)

Come again the parties, and the defendants, Security Trust Company and Irving Lemaux, now tender and file their appeal bond in the sum of Eight Thousand Five Hundred Dollars ($8500.00) payable to plaintiff, Cyrus O'Hair, with the United States Fidelity and Guaranty Company, as surety thereon, which said surety and bond is now examined and approved by the Court, and is in the words and figures as follows, towit:

(Here Insert)

And said defendants

And said defendants having so prayed an appeal to the Appellate Court of Indiana, and having filed said appeal bond, said appeal as prayed is now granted to said defendants, Security Trust Company and Irving Lemaux, this 20th day of April, 1933.

A. J. Stranahan

Judge Hendricks Circuit Court.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING)
SAVINGS & LOAN ASS'N.)

Come now the parties, by counsel, and the Court overrules the defendant's motion to make more specific, heretofore filed, to which ruling of the Court the defendant separately and severally objects and excepts.

And now the defendant, Mooresville Building Savings & Loan Association, files demurrer, which demurrer is in the words and figures following, to-wit: (H.I.).

WLATER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

Come now again the parties, by counsel, and the Court now overrules motion to strike out, heretofore filed, to which ruling of the Court each defendant separately and severally objects and excepts. And the Court now overrules motion to make more specific, heretofore filed, to which ruling of the Court the defendants each separately and severally objects and excepts.

And now the plaintiff dismisses this cause as to the defendant, O. E. Anderson.

The defendants, E. M. Allen, M. A. DeWees, A. W. Farmer, E. F. Hadley, J. L. Marley, R. D. Sellars and A. L. Wheeler, now file demurrer, which demurrer is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7366 Judgt. vs Deft. Norrel Leisure, for $25.00 and Costs.
RICHARD DYE) J. D. 16, Page 106.
NORREL LEISURE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and dismisses this action as to the defendant Norrel Leisure.

And now the defendant, Richard Dye, being duly arraigned in open Court for his plea says he is guilty of the crime of grand larceny, and the Court now takes this cause under advisement.

STATE OF INDIANA)
VS) # 7368
NORREL LEISURE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and he being duly arraigned in open Court for his plea says he is guilty.

Whereupon, the Court finds that the defendant is guilty of the crime charged in the affidavit, and that the said defendant for the offense by him committed

be fined in the sum of $25.00 and that he pay the costs of this action and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Norrel Leisure, for the offense by him committed be and he is fined in the sum of $25.00 and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until the same are staid or paid.

STATE OF INDIANA)
COUNTY OF MARION) SS:

IN THE HENDRICKS CIRCUIT COURT

NO. 13768

CYRUS O'HAIR,)
v.)
SECURITY TRUST COMPANY, IRVING LEMAUX, ET AL.)

TO: CLERK OF HENDRICKS CIRCUIT COURT:

You are hereby requested to propare a full, true and complete transcript of the entire record of the proceedings in the above entitled cause, except the original bill of exceptions containing the evidence, which you will incorporate in the transcript without copying, and to include in said transcript 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 certify the same to be used on appeal to the Appellate Court of the State of Indiana.

_ Roemler Chamberlin & Rust _

Attorneys for defendants, Security Trust Company and Irving Lemaux.

April 20 - 1933.

GEORGE L. MC KINNEY, ADMIN-)
ISTRATOR, ETC.)
VS) # 13843
VIOLETTA VETAS)

Come now the parties, by counsel, and by agreement of said parties, this case is sent on change of venue to Montgomery County, Indiana, and five days are given in which to pay the costs and perfect the change.

THOMAS CASSERLY) DECREE IN FORECLOSURE OF MORTGAGE.
VS) # 13717 Judgt. vs William H. Baldauf and Mina E. Baldauf for $785.52 and Costs.
WILLIAM H. BALDAUF, ET AL.) J. D. 16, Page 106.

Comes now the plaintiff by his attorney, Harney F. Semones, and come also the defendants, William H. Baldauf and Mina E. Baldauf by their attorneys, Murat W. Hopkins, and Otis E. Gulley, and it appearing to satisfaction of the court by sheriff's return to summons issued in this cause, which summons and return of sheriff indorsed thereon are in words and figures following to-wit: (here insert) that the defendants William H. Baldauf and Mina E. Baldauf have been duly served with such summons more than ten days before the first day of present term of this court and comes also the Mutual Benefit Life Insurance Company and files answer, (H.I.), which said answer alleges and states that the said Mutual Benefit Life Insurance Company holds a mortgage against the said property and William H. Baldauf and Mina E. Baldauf in the principal sum of Six

Thousand Dollars, ($6,000.00) and that the said mortgage is a first and prior mortgage to the mortgage of the plaintiff, Thomas Casserly, and praying therein that this court find that their mortgage be a first and superior lien to any and all other liens including the lien of the said plaintiff herein and the same being submitted to the court and the issues joined by the defendants William H. Baldauf and Mina E. Baldauf and also the Mutual Benefit Life Insurance Company and evidence being heard and the court being fully advised in the premises finds that there is due the plaintiff the sum of Six Hundred and Sixty four Dollars, ($664.00) principal and interest in the sum of Forty-six Dollars and fifty-two cents, ($46.52) and the further sum of Seventy-five Dollars, ($75.00) as a fee for his 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 10th day of February, 1932, and that the said mortgage is a second and subsequent mortgage to the mortgage of the Mutual Benefit Life Insurance Company and that plaintiff is entitled to have said mortgage foreclosed as against the said defendants, William H. Baldauf and Mina E. Baldauf subject to the said first mortgage to the said Mutual Benefit Life Insurance Company.

And the court further finds that said mortgage to the Mutual Benefit Life Insurance Company is a first and superior mortgage to the said mortgage herein sought to be foreclosed and that the same is a superior lien upon the said real estate.

It is therefore considered and adjudged by the court that the plaintiff recover of the defendants, William H. Baldauf and Mina E. Baldauf the sum of Seven Hundred and Eighty Five Dollars and Fifty-two cents, ($785.52) and also his costs and charges in this cause laid out and expended and taxed at _____, without any relief whatever from valuation and appraisement laws.

And it is further considered and adjudged by the court that the equity of redemption of the defendants, William H. Baldauf and Mina E. Baldauf and all other persons claiming from, under or through them except the Mutual Benefit Life Insurance Company in and to the said mortgaged premises, to-wit:

The southwest quarter of Section thirty (30), Township seventeen, (17) North, Range one (1) East, in Hendricks County, Indiana.

be and the same is hereby forever barred and foreclosed and that the said real estate and all right, title, interest and claim of the said defendants, William H. Baldauf and Mina E. Baldauf and all other persons claiming from, under or through them except the said Mutual Benefit Life Insurance Company in and to the same be sold by the sheriff of this county as a whole 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, to-wit:

First. To the payment of all costs accrued in this cause and the costs of said sale.

Second. To the judgment hereinbefore rendered together with interest from this date. The over-plus, if any, remaining after the payment of the foregoing judgment, interest and costs 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, William H. Baldauf and Mina E. Baldauf, 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 hands of the clerk and the seal of this court shall be sufficient authority to the sheriff to execute the same.

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 21st, 1933.

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

THE MUTUAL BENEFIT LIFE)
INSURANCE CO., A CORP.)
VS) # 13503
THOMAS G. DURHAM, ET AL.)

Comes now the receiver, Harry Dean, heretofore appointed, 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 duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust.

JAMES A. COLLINS, ADMIN-)
ISTRATOR OF THE ESTATE OF)
DILLARD C. COLVIN, DECEASED.)
VS) # 13649 Judgt. vs Pltf. for Cost
PENNSYLVANIA RAILROAD CO.)

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 now dismissed.

MARIE RUSSELL, A MINOR BY)
HER NEXT FRIEND, LESLIE)
RUSSELL)
VS) # 13805 Judgt. vs Pltf. for Costs.
CIRCLE CAB COMPANY, ET AL.) J. D. 16, Page 106.

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

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Marie Russell, a minor by her next friend, Leslie Russell, pay the costs on dismissal, taxed at _____ dollars and _____ cents.

PEARL WILLIAMS)
VS) # 13550
EMMA FLEECE, ET AL.)

Comes now again the plaintiff, in the above entitled cause, and comes also the defendants, Urban Williams, Emma Fleece, Anna Bryant and Dicy Branch, by their attorney Otis E. Gulley and files answer in general denial in the above entitled cause, which answer is in the words and figures following, to-wit: (H.I.).

And this cause now being submitted to the court for trial, finding and decree without the intervention of a jury and the court being duly advised in the premises and having heard the evidence finds that the plaintiff and the defendants are

the owners, as tenants in common, in fee simple of the following described real estate in Hendricks County, State of Indiana, to-wit: Lot 1 in Block 3 in Davis and Duckworth's Addition to the Town of North Salem, Indiana, the same being the real estate described in plaintiff's complaint.

The court further finds that the plaintiff is entitled to partition of said real estate, but the same is not susceptible of division and said property will have to be sold as a whole and the proceeds divided among the parties according to their interests. The court further finds that the interests of each party hereto is an undivided 1/5 in value of said real estate.

The court further finds that there should be a commissioner appointed to sell said real estate and that said real estate should be sold for cash for not less than the appraised value thereof at private sale upon two weeks notice given by posting of not less than 5 notices in the Town of North Salem and at such other places as the commissioner may deem it advisable.

The court further finds that John Smith should be appointed as commissioner and should give bond in the penal sum of not less than $1500.00 with surety to be approved by the court.

It is, therefore, ordered, considered and adjudged by the court that the plaintiff and the defendants are each the owners of an undivided 1/5 in value of the real estate hereinbefore described; and it is further ordered, adjudged and decreed that John Smith be and he is hereby appointed as commissioner to make sale of said property, on first qualifying by furnishing a bond in the penal sum of not less than $1500.00 with surety thereon to be approved by this court, and that said property by him be sold for cash at private sale for not less than the appraised value thereof upon giving two weeks notice by posting not less than 5 notices in the town of North Salem, Indiana, and at such other places as the commissioner may deem adviseable.

It is further ordered, adjudged and decreed by the court that said commissioner have said real estate appraised by two disinterested freeholders of Hendricks County, Indiana, and that upon a sale of said real estate he make due report of his proceedings therein to this court.

And time is given.

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Comes now the defendant, by counsel, and files cross-complaint, which cross-complaint is in the words and figures, following, to-wit: (H.I.). And said defendant also files application for support money, which application is in the words and figures following, to-wit: (H.I.). And the Court being duly advised, the same is set for hearing, April 22nd, 1933.

STATE OF INDIANA)
VS) # 7365 Judgt. vs William Ollis for Costs.
CHARLES CUNNINGHAM) J. D. 16, Page 107.
WILLIAM OLLIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, William Ollis, in his own proper person and by

his counsel, Charles V. Sears, attorney heretofore appointed to defend said defendant, and this cause being at issue is called for trial.

And now James A. Watson, attorney for the defendant, files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly excepts.

And now the parties being present in open Court and the time of trial having arrived, the sheriff of this County is ordered to bring into open Court the following jurors for jury service, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, Calude Robbins, Claud Boyd, Paul Herod, Frank McClung, Charles Freeland, L. A. Welty and Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And after the hearing of the evidence and arguments waived, the Court instructs the jury in writing, giving instructions numbered from one to eleven inclusive, to the giving of each one of which the defendant duly objects and excepts.

And now the jury retires in charge of a sworn officer to deliberate.

And now all instructions given in this case by the Court of its own motion, are ordered filed with the Clerk of this Court as a part of the records in this case, which is now done, which instructions are in the words and figures following, to-wit: (H.I.).

And the jury is again brought into Court and returns a verdict of guilty of the crime of second degree burglary, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER
WILLIAM OLLIS)

We, the jury, find the defendant, William Ollis, guilty of the crime of burglary in the second degree; that his true age is ____years.

J. O. Tinder
FOREMAN

And now the defendant, William Ollis, is asked in open Court if there is any reason why judgment should not be pronounced, and there appearing none, it is now adjudged and decreed by the Court that the defendant, William Ollis, for the offense by him committed be and he is imprisoned in the State Prison for a period of not less than three nor more than ten years, that his true age is thirty-six , and that he be returned as a parol violator of said prison, and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until the same are staid or paid.

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

C. J. Stevenson ,Judge.

Saturday Morning, April 22nd, 1933.

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

HULDA MOORE)
VS) # 13815 - Decree of Divorce Judgt. vs Deff. for Costs.
JOSEPH W. MOORE) J. D. 16, Page 107.

Come now again the parties in the above entitled cause of action and the court, having had said cause under advisement, does now find against the plaintiff on her complaint and that she take nothing under said complaint, and does now find in favor of the defendant on his cross-complaint herein.

And the court finds that the defendant, on his cross-complaint herein, is entitled to an absolute divorce from the plaintiff, cross-defendant herein, and that the bonds of matrimony heretofore existing between the defendant and the plaintiff should be dissolved and set aside, and that the plaintiff should recover her costs herein.

It is therefore ordered, adjudged and decreed by the court that the defendant, Joseph W. Moore, cross-complainant herein, be and he is hereby granted an absolute divorce from the plaintiff, Hulda Moore, cross-defendant herein; it is further adjudged that the bonds of matrimony heretofore existing between the defendant and plaintiff be set aside and held for naught.

It is ordered that the plaintiff recover her costs in this action from and off of the defendant, taxed at _____dollars and _____cents.

MARVIN R. CLIFTON)
VS) # 13911
ALTA E. CLIFTON)

Comes now the plaintiff, by counsel, and files amended complaint, which amended complaint is in the words and figures following, to-wit: (H.I.). Said plaintiff also files answer to cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

HARRY KASTAN)
VS) # 13937 Judgt. vs Pltf. for $100.00
BERTHA KASTAN) J. D. 16, Page 107.

Come now the parties, in person and by counsel, and the petition for allowance coming on for hearing, the evidence is now heard. And the Court being duly advised, now finds that the plaintiff should be required to pay to the defendant, Bertha Kastan, for her attorney's use in preperation of her defense, the sum of $100.00, and the plaintiff is given thirty days in which to make said payment.

It is, therefore, considered, ordered, and adjudged by the Court that the plaintiff be required to pay to the defendant, Bertha Kastan, for her attorney's use in preperation of her defense, the sum of $100.00, and that the plaintiff is given thirty days in which to make said payment.

ADDISON H. INGRAM)
VS) # 13660
MODERN WOODMEN OF AMERICA.)

Comes now the defendant, Modern Woodmen of America, by counsel, and files its appeal bond, which bond and the sureties thereon were heretofore approved by the Court, and which bond and approval reads as follows, to-wit: (H.I.).

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

C. J. Stevenson, Judge.

Monday Morning, April 24th, 1933.

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

THE PRUDENCIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13420
CHARLES E. NOBES,)
THE OHIO FUEL GAS COMPANY)

Comes now the receiver, heretofore appointed, 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 final report and being duly advised in its premises, now approves the same and orders said receiver to assign said note now in his hands, and the receiver is now discharged from his bond and trust.

EVA KESLER)
VS) # 13621 Judgt. vs Deft. for $4454.87 and Costs.
HENRY COX) J. D. 16, Page 104.

Come now the parties, by counsel, and the Court now renders judgment on the findings.

It is, therefore, now adjudged and decreed by the Court that plaintiff have and recover of and from the defendant the sum of $4454.87, together with interest thereon from April 14th, 1933, and together with costs, taxed at _____ dollars and _____cents, without relief from valuation or appraisement laws.

STATE OF INDIANA)
VS) # 7295
CLEO RIGGEN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and upon his motion warrant is ordered issued to the Sheriff of Hendricks County, Indiana, for the defendant, Cleo Riggen.

STATE OF INDIANA)
VS) # 7366 Judgt. vs Deft., Richard Dye for Costs.
RICHARD DYE) J. D. 16, Page 107.
NORREL LEISURE)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Richard Dye, in his own proper person, and said defendant having heretofore plead guilty of the crime as charged in the amended affidavit and the Court now being duly advised, finds that said defendant is guilty of the crime of petit larceny and that he should be committed to the Indiana State Farm for a period of sixty days and that he pay the costs of this action, taxed at _____dollars and _____cents.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Richard Dye, be and he is committed to the Indiana State Farm for a period of sixty days and that he pay the costs of this action, taxed at _____

dollars and _____cents.

STATE OF INDIANA)
VS) # 7339
HARLIN HURST)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Harlin Hurst, in person and by counsel, and enters his plea of not guilty to the amended complaint.

And now said parties being present and ready for trial, the sheriff of this county is ordered to bring into open Court the following named jurors for jury services, to-wit: Everett Newlin, Herman Ramsey, Charles Beasley, J. O. Tinder, Willard Berry, Claude Robbins, Claud Boyd, Paul Herod, Orpheus Bodenhamer, Charles Freeland, L. A. Welty and Mason Bryant, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open Court to well and truly try the matter at issue and true verdict give according to the law and the evidence adduced.

Taking of evidence begun and at the close of the State's evidence in chief and before the State rests, the State asks permission to amend the amended affidavit inserting the words "and Company" after the name C. A. Edmonson. And the Court being sufficiently advised now grants permission, to which ruling the defendant duly objects and excepts. Evidence continued and concluded and arguments are heard and concluded. At the close of the arguments, the Court instructs the jury in writing, giving of its own motion instructions numbered from one to eleven inclusive, to the giving of each one of which the defendant duly objects and excepts.

And now all instructions given in this case by the Court ot its own motion, are ordered filed with the Clerk of this Court as a part of the records in this case, which is now done, which instructions are in the words and figures following, to-wit: (H.I.).

The jury now retires in charge of a sworn officer to deliberate.

And the jury is again brought into Court and return a verdict for the defendant, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER 7339
HARLIN HURST)

We, the jury, find the defendant, Harlin Hurst, not guilty.

J. O. Tinder
FOREMAN

And now the Court renders judgment on said verdict of the jury.

It is, therefore, adjudged and decreed by the Court that the defendant, Harlin Hurst, go acquited.

GRAND AND PETIT JURORS, DRAWN FOR THE MAY TERM, 1933.

BE IT REMEMBERED, That on the 24th day of April, 1933, Charles E. Higgins and Lawrence G. Vannice 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 service at the May Term, 1933 of this court, viz:

1. George Myers----------Marion Township
2. Grove Bray----------Middle Township
3. Wesley Beadle---------Liberty Township
4. Sylvanes Wright-------Middle Township
5. Robert Blanton--------Middle Township
6. Opal Good------------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, 1933 of this court, viz:

1. Roy H. Nichols----	Lincoln	Twp.	16. Horace Scott--------	Union	Twp.
2. Theodore Kersey---	Clay	Twp.	17. Orvil L. Applegate--	Liberty	Twp.
3. Everett Heald-----	Guilford	Twp.	18. Merle English-------	Marion	Twp.
4. Granville Leach---	Union	Twp.	19. Roy Hodson----------	Clay	Twp.
5. James F. Ballard--	Brown	Twp.	20. Clifford L. Hadley--	Clay	Twp.
6. Logan Owen--------	Eel River	Twp.	21. Stanley Hadley------	Marion	Twp.
7. James DeAtley-----	Middle	Twp.	22. Ora Pope------------	Liberty	Twp.
8. E. P. Bulion------	Eel River	Twp.	23. George Joseph-------	Marion	Twp.
9. George A. Adams---	Eel River	Twp.	24. Thomas S. Merritt---	Washington	Twp.
10. William Lydick----	Clay	Twp.	25. Ralph Snyder--------	Union	Twp.
11. Hiram J. Hadley---	Guilford	Twp.	26. Harry B. Dickerson--	Center	Twp.
12. Asbury Mood-------	Center	Twp.	27. Joe C. Disney-------	Eel River	Twp.
13. Herman Cline------	Center	Twp.	28. Roy Disney----------	Clay	Twp.
14. John A. Clements--	Brown	Twp.	29. Arthur Wood---------	Franklin	Twp.
15. Clyde Gregson-----	Clay	Twp.	20. Oscar Simmons-------	Washington	Twp.

MARGARET CORLISS, GDN., ETC.)
VS) # 13928 Judgt. vs Defts. for $1355.04 and Costs.
PATRICK J. WALSH) J. D. 16, Page108.
DELIA WALSH)

Come now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return ofthe 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 her 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 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 that there is due the plaintiff from the defendants on the note sued upon in

principal and interest $1255.04, and the further sum of $100.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendants, Patrick J. Walsh and Delia Walsh for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Patrick J. Walsh and Delia Walsh, the sum of $1355.04, together with the costs of this action, taxed at _____ dollars and _____cents, all without relief from valuation or appraisement laws.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY,)
A CORPORATION,)
VS) # 13508 O R D E R
THOMAS G. DURHAM, ET AL.)

Comes now The Mutual Benefit Life Insurance Company, by Howard A. Sommer and Zimri E. Dougan, its attorneys, and files its petition for distribution of the funds remaining in the receiver's hands after the expiration of the year allowed for the redemption of certain real estate against which the petitioner held a mortgage, which mortgage has been foreclosed, which petition is in the words and figures following, to-wit: (here insert).

And the court having seen and inspected said petition and being duly advised in the premises does now grant said petition.

It is, therefore, ordered by the court that the Clerk of this Court deliver to The Mutual Benefit Life Insurance Company, the petitioner herein, the sum of $61.06 to apply on the deficiency judgment against Thomas G. Durham, et al. in this action, and that he credit the judgment docket showing said judgment in favor of the petitioner against the said Thomas G. Durham with the payment of the sum of $61.06.

1. $61.06 distribution due The Mutual Benefit Life Insurance Co., A Corp.

RECEIPT.

1. _ _____ Rec'd. $61.06 to apply on judgment against Thomas G. Durham, et al.

(See J. D. 16, Page 16 for receipt.)

STATE OF INDIANA)
VS) # 7139
EMMA AILES)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court now dismisses this cause for lack of prosecution.

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

STATE OF INDIANA)
VS) # 7140
WILLIAM C. AILES)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court now dismisses this cause for lack of prosecution.

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

THE UNION CENTRAL LIFE INSURANCE)
COMPANY OF CINCINNATI, OHIO.)
VS) # 13915 Judgt. vs Defts., Rose Harris, Hilden
ROSE HARRIS, SINGLE; HILDEN N. HARRIS;) N. Harris, Frederick H. Harris and
FREDERICK H. HARRIS; ROBERT CHURCH;) Herbert W. Linton, for $4477.20 and Costs.
HERBERT W. LINTON AND MADGE LINTON,) J. D. 16, Page 108.
HIS WIFE.)

Comes the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, by counsel, and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendant, Robert Church, and from which summons and the return of said sheriff indorsed thereon, the court finds that said defendant was served with process, and notice of the filing and pendency of this action, ore than ten days before the 3rd day of April, 1933, the day fixed by the plaintiff, by indorsement upon its complaint, for said defendant to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And the plaintiff also produces and exhibits to the court the summons issued to the sheriff of Marion County, Indiana, for defendants, Herbert W. Linton and Madge Linton, his wife, and from which summons and the return of said sheriff indorsed thereon, the court finds that said defendants, and each one thereof severally, were served with process, and notice of the filing and pendency of this action, more than ten days before the 3rd day of April, 1933, the day fixed by the plaintiff by indorsement upon its complaint for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And now defendants, Rose Harris, single, Hilden N. Harris, and Frederick H. Harris, appear and file answer to the complaint as follows, to-wit:-(Here Insert).

And defendant, Robert Church, Herbert W. Linton and Madge Linton, his wife, failing to appear and answer the complaint herein are now each severally three times loudly called in open court but come not and herein wholly make default.

And now this cause, being at issue upon plaintiff's complaint, the answer of defendants, Rose Harris, single, Hilden N. Harris, and Frederick H. Harris thereto, and the defaults of defendants, Robert Church, Herbert W. Linton, and Madge Linton, his wife, 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, says and finds:-

That the complaint in this cause was filed in the office of the Clerk of this court on the 22nd day of March, 1933, and by indorsement thereon the Clerk was directed to issue summonses upon said complaint as follows:- To the Sheriff of Hendricks County, Indiana, for defendant, Robert Church; to the sheriff of Marion County, Indiana, for defendants, Herbert W. Linton and Madge Linton, his wife; and to make each of said summonses returnable on the 3rd day of April, 1933, the same being the 25th judicial day of the March Term, 1933, of the Hendricks Circuit Court; that, pursuant to said indorsement, the Clerk issued said summonses, as directed, which summonses were duly served, as commanded, as heretofore found by the court.

The court further finds that on the 2nd day of April, 1928, Nicodemus Harris was the owner in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

The East half of the South East quarter, containing 80 acres, and 30 acres of uniform width off of and across the entire East side of the West half of the South-East quarter, all in Section 18, Township 15 North, Range 2 West, containing in all 110 acres, more or less.

That on said date the said Nicodemus Harris and defendants herein, Rose Harris, wife of the said Nicodemus Harris, Hilden N. Harris, and Frederick H. Harris, became and were indebted to the plaintiff herein, The Union Central Life Insurance Company of Cincinnati, Ohio, in the sum of $3700.00, and, as evidence of such indebtedness, on said date executed and delivered to the plaintiff their certain promissory note in the sum and amount of $3700.00, payable on the first day of April, 1938, and ten interest coupon notes, each for the sum of $222.00, representing the interest due on said principal note, and falling due as follows:- One on the first day of April, 1929, and one each of the remaining notes on the same day of each and every year thereafter until, and including, April 1st, 1938; that to secure the payment of said principal note, and said several interest coupon notes, as and when the same became due or payable, the said Nicodemus Harris and his said wife, Rose Harris, one of the defendants herein, made and delivered unto the plaintiff their certain mortgage upon the foregoing described real estate; that said mortgage was dated April 2nd, 1928, duly acknowledged by the mortgagors on the 5th day of April, 1928, and filed for record in the Recorder's Office of Hendricks County, Indiana, at 8.20 o'clock A.M. on the 6th day of April, 1928, and recorded in Book 86 at page 436-7 of the records of said office.

The court further finds that the interest coupon notes falling due on the first day of April, 1929, on the first day of April, 1930, and on the first day of April 1931, were each duly paid as the same severally became due; that the interest coupon note falling due on April 1st, 1932, remains unpaid; that the owners of the Real Estate described in the complaint, and in the mortgage herein referred to, neglected to keep the buildings thereon insured and the plaintiff in order to protect its security, on the 22nd day of November, 1932, effected such insurance, paying the premium required in the sum of $25.20, with a provision in the policy that in case of loss said insurance to be paid to the mortgagee, plaintiff herein; that by the terms of said principal note and said mortgage the plaintiff is entitled to declare, and has so declared on, to-wit:-The 21st day of March, 1933, the entire debt secured by said mortgage, and unpaid, due; that said principal note, in the sum and amount of $3700.00 draws interest as follows:-From April 1st, 1932, to March 21st, 1933, at six per centum per annum, and from and after March 21st, 1933, at eight per centum per annum; that the interest coupon note falling due April 1st, 1932, for $222.00, draws interest at the rate of eight per centum per annum from and after April 1st, 1932; that each of said notes is payable without relief from valuation or appraisement laws; that the sum and amount paid by the plaintiff, for insurance, in the sum of $25.20 draws interest at the rate of six per cent per annum from and after the date of payment, November 22nd, 1932.

The court further finds that the mortgagor, Nicodemus Harris departed this life testate on the 2nd day of June, 1930, leaving as his sole and only heirs at law, and beneficiaries under his last will and testament, defendants herein, Rose Harris, widow, Hilden N. Harris and Frederick H. Harris, sons, and that his estate has been duly administered upon in the Hendricks Circuit Court, and that there is no administration of

said estate now pending; that on the 31st day of March, 1931, the said beneficiaries of the will of said decedent, conveyed the real estate covered by plaintiff's mortgage unto one Ruth Higgins; that said conveyance was made to the said grantee under the name and style of Ruth Higgins; that thereafter on, to-wit:-The 1st day of December, 1931, defendant, Herbert W. Linton, became the owner of said described real estate by deed of conveyance from the said Ruth Higgins and that the said Herbert W. Linton is at this time the sole record owner thereof; that, as a part of the consideration for said conveyance, the grantee in said deed, Herbert W. Linton, assumed and agreed to pay a mortgage indebtedness upon said Real Estate in favor of the plaintiff herein in the sum and amount of $3700.00, together with the interest to accrue thereon; that the mortgage indebtedness so assumed by said grantee, in said deed, is the debt secured by the mortgage sought herein to be foreclosed.

The court further finds for the plaintiff upon its complaint, that the allegations thereof are true, as therein alleged, and that there is due it thereon the following sums and amounts, to-wit:-

Principal note, and interest, thereon,	$3942.97;
Interest coupon note due April 1st, 1932, and interest thereon	$240.89;
Money advanced for insurance & interest thereon	$25.84;
Money advanced for abstract,	$17.50;
Fee for plaintiff's attorney, as per Note & mortgage	$250.00;

that said sums are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to a judgment against defendants, Rose, Harris, Hilden N. Harris, Frederick H. Harris, and Herbert W. Linton, and against each one thereof severally, for a total of said several amounts in, to-wit:-The sum of $4477.20, all without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described therein foreclosed and the Real Estate described in said complaint, and said mortgage, sold to pay and satisfy the amount found by the court to be due the plaintiff upon its said complaint, and the costs and expenses of this action, and costs and expenses of such sale.

The court further finds that defendant, Robert Church, has no interest in and to the Real Estate described in the mortgage referred to herein, except as a tenant for the present crop year.

The court further finds for the plaintiff upon its complaint and that it is entitled to have a receiver appointed to take charge of the Real Estate involved in this proceedings during the further pendency of this action and during the year of redemption.

It is, therefore, considered and adjudged by the court that the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, recover of and from the defendants herein, Rose Harris, Hilden N. Harris, Frederick H. Harris, and Herbert W. Linton, and from each one thereof severally, the sum of $4477.20, and its costs in this action, taxed at $_____, all without relief from valuation or 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 said defendants and of all persons claiming by, under or through them, or either of them, in and to the real estate described in the complaint, and heretofore set out and fully 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 claims of said defendants, and of all persons claiming from, under or through them, or either of them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale to be without relief from valuation or appraisement laws, and free from all claims of the defendants or any one of them and all persons claiming by, under or through them, or any one of them; 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 sale;

SECOND; To the payment of the amount found due the plaintiff upon its complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the 24th day of April, 1933, at the rate of eight per centum per annum;

The overplus, if any, the sheriff is ordered to pay into court for the use and benefit of the party to whom it may rightfully belong, as the court shall determine.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said costs and accruing costs, judgment and interest, the residue thereof, so remaining unpaid, shall be made out of the goods and chattels, lands and tenements of the defendants, Rose Harris, Hilden N. Harris, Frederick H. Harris, and Herbert W. Linton, or from the goods and chattels, lands and tenements of any one of said defendants, subject to execution, and sale thereof, shall be made without relief from valuation or appraisement laws.

It is further considered and adjudged by the court that a receiver be appointed to take charge of, and care for, the Real Estate described in the complaint, collect the rents, issues, and profits thereof during the further pendency of this action and during the year of redemption, and hold such rents and profits subject to the order of the court; and the court fixes the bond of such receiver at $500.00.

And now the Court, being advised, appoints John C. Taylor as such receiver. And now comes the said John C. Taylor, accepts said appointment and tenders his receiver's bond, as ordered, which bond the court approves, indorsing his approval thereon. And now the said John C. Taylor takes and subscribes an oath for the faithful discharge of his duties as such receiver. Said bond, with the court's approval endorsed thereon, and the oath taken and subscribed by the said receiver, are as follows, to-wit:-(Here Insert). And now said receiver is ordered to take upon himself the administration of his trust under this appointment.

It is now further ordered that a duly certified copy of this judgment and decree under the hand of the Clerk and the seal of this court shall be sufficient authority to said sheriff to serve and execute the same.

And further proceedings herein are continued.

GENERAL COURT ALLOWANCE FOR THE MARCH TERM, 1933.

J. E. Airhart, Baliff		104.49
Frank Tucker, Clerk & Stamps		91.60
Lewis L. Pounds, Sheriff		83.85
Helen Harris, Court Reporter		238.24
Helen Harris, Court Reporter, (January Allowance)		116.25
Charles Higgins, Jury Commissioner		3.00
Lawrence G. Vannice, Jury Commissioner		3.00
Alvin Hall		25.00
The Bobbs-Merrell Company		10.00
The Frank Shepard Company		8.00
West Publishing Company, (January Allowance)		18.50
The Lawyers Co-operative Publishing Company, (January Allowance)		67.50
Orian Merritt, (Additional Jury Fee, January Allowance)		11.25
Frances Hiatt, (January Allowance)		5.00
PETIT JURY:		
Edgar Foudray		4.20
J. K. Edwards		54.00
J. H. Clay		4.00
Charles Beasley		52.70
L. A. Welty		74.80
Galen Hicks		8.80
Mason Bryant		52.70
Olson Hunt		14.00
Charles Freeland		64.60
Claude Boyd		67.50
Jewell Gossett		3.90
J. O. Tinder		52.70
Herman W. Ramsey		74.80
Orse Armstrong		7.60
Everett Newlin		74.80
Willard Berry		69.70
Frank McClung		60.00
Paul Herrod		57.20
Claude H. Robbins		34.40
Orphius Bodenhamer		22.00
Glen Tharp		12.40
Hollis Clark		3.10
Albert W. Beeman		4.40
East Side Restaurant	Served one meal	6.50
Housemans Restaurant	Two meals	13.00
Crawleys Restaurant	one Midnight Lunch	3.25
	Total.	$1,682.73

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, by counsel, and the regular Judge having been of counsel, now disqualifies and submits the namesof Judge John W. Hornaday, Edgar A. Rice and Paul Laymon as special judge. And now the parties strike and Judge John W. Hornaday remaining, he is now appointed as special Judge to try said cause.

Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present erm of Court be continued to the May Term, 1933, of said Court.

And Court adjourned until Court in course,

Records read and signed in open Court.

A. J. Stevenson, Judge.

VACATION

BE IT REMEMBERED, That on the 26th day of April, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

LUELLA TURPIN)
VS) # 13921
RECTOR DYE)
DOROTHY M. DYE)

Come now the parties, in person and by counsel, and this cause coming on for hearing on the petition for appointment of receiver by agreement, it is now adjudged and decreed that a receiver be appointed to take charge of the real estate described, pending foreclosure and sale, that he enter into petition thereof, collect the rents and profits therefrom and preserve the same until further order of the Court.

And the Court now appoints Otis E. Gulley, Jr., as receiver and fixes his bond at $500.00.

And now comes the said Otis E. Gulley, Jr. and accepts said appointment and qualifies and files his oath and tenders his bond conditioned as by law required and with surety, which bond is now approved, which bond is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of April, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7367 Judgt. vs Deft. for $5.00 per week,
STERLING STRINGER) J. D. 16, Page 108.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Sterling Stringer, in his own proper person, and the Court in Vacation now hears the plea in this cause and with the consent of the defendant before formal arraignment and plea, finds that the defendant, Sterling Stringer, should pay to the Clerk of the Hendricks Circuit Court for the support and benefit of Beryl Stringer for support of said minor children the sum of $5.00 per week, the first payment to be made on or before May 1st, 1933, and a like sum on each Monday thereafter until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Sterling Stringer, pay to the Clerk of the Hendricks Circuit Court for the support and benefit of Beryl Stringer for support of said minor children the sum of $5.00 per week, the first payment to be made on or before May 1st, 1933, and a like sum on each Monday thereafter until further order of the Court.

And the defendant, Sterling Stringer, is permitted to go on his own recognizance until further order of the Court.

Attest: Frank Tucker, Clerk.

Monday, May 1st, 1933, and the 1st day of the May Term, 1933.

Monday Morning, May 1st, 1933.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the May Term, 1933, 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 1st day of May, 1933, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, 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:

STATE OF INDIANA)
VS) # 7370
CLEO RIGGEN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Cleo Riggen, in his own proper person, and said defendant being duly arraigned in open Court, for his plea says that he is not guilty.

And the Court now fixes his bond at $100.00.

STATE OF INDIANA)
VS) # 7348
WILLIAM RAY GORE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, William Ray Gore, in his own proper person, and the said defendant now being duly arraigned in open Court, for his plea says that he is not guilty.

And the Court now fixes his bond at $500.00.

HOMER K. SCHWINDLER)
VS) # 13944
PAUL TOMLINSON)

Comes now Charles C. Baker, attorney, herein, and enters his appearance for the defendant.

D. V. CLARK)
VS) # 13933
S. H. SURFACE, ETC.)
ET AL.)

Come now the defendants, by counsel, and file answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

BALKE & KRAUSS COMPANY)
VS) # 13914
AMERICAN LIABILITY &)
SURETY COMPANY, ET AL.)

Comes now the defendant, by counsel, and withdraws answer in general denial. And now said defendant files demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

JOHN W. TWITTY)
VS) # 12794
HERMAN B. ROSS, ET AL.)

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

MARY HULLEY)
VS) # 13747 Judgt. vs Pltf. for Costs.
WILLIAM H. WHITE) J. D. 16, Page 108.
MARY WHITE.)

Come now the parties, by counsel, and now the Court renders judgment on the verdict of the jury.

It is, therefore, considered,ordered and adjudged by the Court that the plaintiff take nothing on her complaint and that the defendant receover his costs, taxed at _____dollars and _____cents.

METROPOLITAN LIFE IN-)
SURANCE COMPANY)
VS) # 12546
LUCILE N. ANDERSON,)
ET AL.)

Comes now the receiver, Grant G. Martin, by counsel, and files his final report, which final report is in the words and figures following, to-wit: (H.I.).

And the Court having examined said report and being duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust herein.

THE H. C. WHITMER CO.)
VS) # 13762 Judgt. vs Pltf. for Costs.
EARNEST RUSHTON, ET AL.) J. D. 16, Page 109.

Comes now the plaintiff, by counsel, and dismisses this cause of action and asks permission to withdraw the papers.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and permission is granted and papers are withdrawn from the files.

It is further ordered and adjudged by the Court that the plaintiff, The H. C. Whitmer Company, pay the costs of this action, taxed at _____ dollars and _____cents.

MARVIN R. CLIFTON)
VS) # 13911 Judgt. vs Pltf. for Costs.
ALTA E. CLIFTON) J. D. 16, Page 109

Come now the parties, in person and by counsel, and the defendant files answer to amended complaint, which answer is in the words and figures following, to-wit: (H.I.).

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 evidence is heard in part, and at the close of the plaintiff's case, the defendant dismisses cross-petition, and the taking of evidence is continued and concluded. And at the close of the evidence, the Court finds against the plaintiff on his complaint, and that the plaintiff should take nothing thereon, and that the plaintiff pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff take nothing on his complaint and that the said Marvin R. Clifton pay the costs of this action, taxed at _____dollars and _____ cents.

STATE OF INDIANA EX)
REL RICHARD A. MCKINLEY,)
BANK COMMISSIONER.)
VS) # 13929 Order on Petition for Allowance of Fees
CITIZENS BANK) and Expenses.

Comes now Richard A. McKinley, Bank Commissioner of the State of Indiana, herein, and files petition for allowance of preliminary fees and expenses for making investigation into the affairs of the Citizens Bank, and for making a complete and detail report of the assets, liabilities and affairs of said institution, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised in its premises now approves the same and directs the receiver to pay the amount of $392.79 as petition for.

LEROY STUART, ETC.)
VS) # 13782 Judgt. vs Defts. for $2000.00 and Costs.
GREYHOUND LINES, INC., ET AL.) J. D. 16, Page 109

Come now the parties, by counsel, and the plaintiff files remittitur of $250.00, which remittiture is in the words and figures following, to-wit: (H.I.). And now the Court renters judgment on the verdict of the jury.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants the sum of $2250.00, together with the costs of this action, taxed at _____dollars and _____cents.

And now by reason of the above remittiture, this judgment is rendered to the sum of $2000.00, 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, May 2nd, 1933.

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

GLEN THARP AND)
ALMA THARP, ETC.)
VS) # 13013 Judgt. vs Pltfs. for Costs.
JOHN W. HODGES) J. D. 16, Page 109.
PEARL HODGES.)

Come now the plaintiffs, by counsel, and upon their motion this cause is now dismissed at the cost of the plaintiffs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Glen Tharp and Alma Tharp are ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

DOROTHA HARRIS)
VS) # 13052 Judgt. vs Pltf. for Costs.
INA WILSON) J. D. 16, Page 110.

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

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

ALLEN CAMPBELL)
VS) # 13071 Judgt vs Pltf. for Costs.
JOHN HICKATHORN) J. D. 16, Page 110.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Allen Campbell, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

NORT WHITESIDES CO.)
VS) # 13117 Judgt. vs Pltf. for Costs.
FORREST PRITCHARD.) J. D. 16, Page 110.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Nort Whitesides Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

THE STATE OF INDIANA EX)
REL BETTY E. STEVENS)
VS) # 13146 Judgt. vs Pltf. for Costs.
HAROLD H. STANLEY) J. D. 16, Page 110.
HOWARD STANLEY)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, The State of Indiana ex rel Betty E. Stevens, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CLARENCE H. MASTEN)
VS) # 13151 Judgt. vs Pltf. for Costs.
LLOYD VAUGHN) J. D. 16, Page 111.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Clarence H. Masten, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

EDNA DENNY, GUARDIAN)
OF JORDAN DENNY)
VS) # 13209 Judgt. vs Pltf. for Costs.
RUDOLPH KIEFER, ET AL) J. D. 16, Page 111.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Edna Denny, Guardian of Jordan Denny, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

TOM ROACH)
VS) # 13215 Judgt. vs Pltf. for Costs.
MARTIN DUFFY) J. D. 16, Page 111.
LILLIE DUFFY)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Tom Roach, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

OKLE SHOEMAKER)
VS) # 13532 Judgt. vs Pltf. for Costs.
RUSH SHOEMAKER) J. D. 16, Page 111.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Okle Shoemaker, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

AUBREY WALKER AND)
MARY E. WALKER, HIS)
WIFE.)
VS) # 13794 Judgt. vs Pltfs. for Costs.
JOHN W. COPE.) J. D. 16, Page 112.

Comes now the plaintiffs, by counsel, and upon their motion this cause is now dismissed, at the cost of the plaintiffs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Aubrey Walker and Mary E. Walker, his wife, are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

FLETCHER JOINT STOCK LAND)
BANK OF INDIANAPOLIS)
VS) # 13357
BASCOM WALKER McCLAIN, ET AL.)

Comes Cleo L. Hunt, receiver in the foregoing entitled cause and, as such receiver, files a final report of his doings as such receiver, which report is in the words and figures as follows, to-wit:-

STATE OF INDIANA)
S:S:
COUNTY OF HENDRICKS)

IN THE CIRCUIT COURT OF HENDRICKS COUNTY.

FLETCHER JOINT STOCK LAND BANK OF INDIANAPOLIS -vs- BASCOM WALKER McCLAIN, et al.

CAUSE NO. 1 3 3 5 7.

RECEIVER'S FIRST AND FINAL REPORT.

The undersigned, Cleo L. Hunt, heretofore on the 13 day of November, 1931, duly appointed as receiver in the above entitled cause, and duly qualified and acting as such receiver, for his first and final report herein respectfully submits to the court the following:

That upon the appointment and qualification of your receiver he promptly took charge of the real estate described in the complaint in the above entitled cause; procured the vacation of said premises by the then tenants by March 1, 1932; executed with the approval of this court and the above named plaintiff, a written lease of said real estate to one

L. C. Broyles for a term beginning March 1, 1932, and ending March 1, 1933.

That the year of redemption from Sheriff's Sale in the above cause expired December 12, 1932; that such date marked the end of the period for which your receiver was appointed; that the rental customs of the community and unavoidable delay in disposing of crops has prevented your receiver from making his final report prior to this time.

That the receivership portion of corn, oats and hay raised on said real estate during the year 1932 have been sold by your receiver to said L. C. Broyles for the total sum of $413.75; that your receiver has accepted in payment therefor $40.00 cash and the promissory note of $373.75, secured by chattel, for the remainder, said note being that of L. C. Broyles.

That your receiver charges himself with the following receipts:

1932-1933 privilege rent	$ 225.00	
1932 tomato ground rental.	40.00	
1932 hay.	25.00	
1932 oats, 525 bushels @ 15¢.	78.75	
1932 corn, 1080 bushels @ 25¢	270.00	
		$638.75

That your receiver claims credit for the following disbursements:

L. C. Broyles, twine and threshing.	19.25
" " " " " " "seed, oats and rye	12.00
" " " " " " "pump for tenant house.	8.75
Fletcher Joint Stock Land Bank by assign- . . ment of $373.75 note secured by chattel.	373.75
	$413.75

That your receiver has attached hereto vouchers covering the above expenditures except as to assignment of note.

That your receiver has in his hands for disbursement subject to the further order of this court the sum of $225.00

That a reasonable fee for your receiver in this cause is 75.00

That a creasonable fee for your receiver's attorney is . 20.00

That the remainder of funds in your receiver's hands if the above fees are allowed is . . . . . 130.00 which sum is applicable to the deficiency judgment in the above cause held by Fletcher Joint Stock Land Bank of Indianapolis.

That as a part of this report your receiver would show that the note of $373.75 above assigned to Fletcher Joint Stock Land Bank is applicable to the deficiency judgment held by it, and concurrently with the approval of this report said Land Bank has credited said judgment in such amount, and has likewife credited such judgment in the sum of $130.00 remaining your receiver's hands as cash not otherwise disposed of.

That your receiver further reports that he has executed a lease covering said real estate to L. C. Broyles for a term beginning March 1, 1933 and ending March 1, 1934, which lease has therein the written assent of Fletcher Joint Stock Land Bank, the present owner of said real estate; that your receiver has accepted the promissory note of said lessee in the sum of $175.00 as a part of the privilege rent payable thereunder, which note is secured by the chattel mortgage above refarred to; that concurrently with the filing of this report your receiver is executing a written assignment to Fletcher Joint Stock Land Bank of the lease and chattel mortgage mentioned, and indorsing without recourse to said Land Bank said privilege rental note of $175.00 and said note in purchase of corn, oats and hay of $373.75, which assignments and indorsements have now been approved by the court; that said transaction with reference to the lease beginning March 1, 1933, were made necessary by reason of the continuance of this receivership to the present time, and that the assignments and indorsements to said Land Bank fully disposes of such lease insofar as your receiver is concerned.

WHEREFORE your receiver asks for an order of court directing disbursement of all funds remaining in his hands as suggested in this report; and approving and confirming all acts of your receiver as reported to this court; and discharging all parties to your receiver's bond from further liability; and ordering this receivership fully and finally closed.

Respectfully submitted,

Cleo L. Hunt., Receiver.

State of Indiana)
S:S:
County of Marion)

Before me, the undersigned, personally appeared Cleo L. Hunt, who being first duly sworn under oath says that he is the person named as Receiver in the foregoing First and Final Report; that he has read said report and matters and facts therein set forth are true.

Cleo L. Hunt (SEAL)

Witness my hand and notarial seal this 29th day of April, 1933.

My Notarial Commission expires Nov. 19, 1936

Richard F. Mills

Notary Public.

And the court, having examined said report and being fully advised concerning the same does now in all things approve said report and confirms the acts of said receiver, as set out in said report, including the sale of the corn, oats and hay mentioned therein, and the taking of a note therefor and a Chattel Mortgage to secure the payment of the same, also the leasing of the premises unto one L. C. Broyles, and the taking of note in payment of the privilege rent, and its security by Chattel Mortgage.

It is, therefore, considered and adjudged by the court that the report of the receiver in this proceeding be, and the same is now in all things approved, and the acts and doings of said receiver in respect to the property coming into his hands as such receiver are hereby confirmed by the court.

It is further ordered by the court that said receiver be, and he is, fully and finally discharged from his bond and trust herein.

And the Receiver is ordered to make application of the balance in this proceedings to the discharge of the judgment in favor of the plaintiff, heretofore rendered in this cause. All of which is now finally ordered and adjudged by the court.

ED BOWYER)
VS) # 13809 Judgt. vs Pltf. for Costs.
JULIA BOWYER) J. D. 16, Page 112.

Comes now the plaintiff in the above entitled cause and it appearing to the court by the summons and the return of the sheriff endorsed thereon that Julia Bowyer was served with summons for more than 10 days before the 7th day of February, 1933, said date being the return date as shown by the praecipe as endorsed on plaintiff's complaint and which summons and the return of the sheriffendorsed 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 not but herein wholly makes default.

And this cause now being submitted to the court for trial, finding and decree, without the intervention of a jury, the court finds for the plaintiff and that the

allegations of his complaint are true and that he is entitled to an absolute divorce from the defendant herein.

It is, therefore, ordered, adjudged and decreed that the bonds of matrimony, heretofore existing between the plaintiff and defendant, be and the same are hereby dissolved and the plaintiff is given an absolute divorce.

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

THE PLAINFIELD BUILDING AND)
LOAN ASSOCIATION)
VS) # 13936 Judgt. vs Defts., Glenn Williams and Ada
GLENN WILLIAMS) Williams, for $1506.73 and Costs.
ADA WILLIAMS, HIS WIFE) J. D. 16, Page 112.
COATESVILLE STATE BANK.)

Comes now the Plaintiff by counsel and it appearing to the court by the summons herein and the endorsement of the sheriff thereon, that said Defendants, Glenn Williams and Ada Williams his wife, and Coatesville State Bank, were each personaly served with not ice of the filing and pendency of this action more than 10 days before the 22nd day of April 1933 the date fixed by Plaintiff in their complaint for the return which summons together with the endorsement of the sheriff thereon is in words and figures as follows, to-wit: (H.I.)

And the Defendants now being three times loudly called in open court come not but herein wholly make default.

And the Court having heard the evidence and being duly advised finds for Plaintiff and and that the allegations of Plaintiffs complaint are true and that there is a balance due Plaintiff on the Note sued upon in Plaintiffs complaint from Defendants Glenn Williams and Ada Williams his wife in principal and interest the sum of $1319.91 together with $24.65 Insurance advanced by Plaintiff to protect its security and further sum of $25.20 as fines charged, making a total amount due Plaintiffs the sum of $1369.76.

The Court further finds that $136.97 is a reasonable fee for the services of Plaintiffs attorney and all of such sums the Plaintiff is to have and recover of and from the Defendants Glenn Williams and Ada Williams without any relief from valuation and appraisement laws. The Court further finds that the note sued on in Plaintiffs complaint is secured by a mortgage executed by Maude B. Hargrave and Joe H. Hargrave which mortgage is of record in the office of the Recorder in said County and State in Mortgage Record 85 at pages 462-63.

The Court further finds that the Defendants Glenn Williams and Ada Williams did on the 14th day of September 1932 purchase the said premises from the mortgagors Maude B. Hargrave and Joe H. Hargrave as evidenced by a certain deed bearing date of September 14, 1932, recorded on the 16th day of September 1932, in the office of the Recorder of said County and State in Book 140 at page 419, and that by said conveyance the property so mortgaged to this Plaintiff became vested in Defendants Glenn Williams and Ada Williams, Husband and wife, who purchased said property subject to the unpaid balance of the above mortgage, which mortgage the said defendants agreed to pay as a part of the consideration of said transfer.

The Court further finds that the Plaintiff is entitled to

have said mortgage foreclosed and that the real estate therein described sould in order to satisfy the claim of this Plaintiff.

The Court further finds that Defendant Coatesville State Bank, has a lien on said land in the form of a judgment in the sum of $198.80 together with costs, dated September 9, 1929 and appearing in Judgment Docket 15 at pages 94.

The Court further finds that the lien of said Defendant, Coatesville State Bank is junior and inferior to the mortgage held by this Plaintiff.

It is therefore considered and adjudged by the Court that Plaintiff have and recover of and from the Defendant Glenn and Ada Williams the sum of $1506.73, together with interest thereon from this date and costs all without relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the Court that the equity of redemption of Defendants Glenn Williams and Ada Williams, his wife and all persons claiming from under or through them in and to the real estate described in the complaint situated in the County of Hendricks State of Indiana and described as follows:

A part of the South East quarter of the North West quarter of Section 35 in Township 15 North, Range 1 West, bounded as follows, to-wit: Beginning at a point on the South line of said quarter quarter which is 4 rods West of the South East corner thereof; and running thence North parallel with Section line 38 rods; thence West 36 rods; thence South 15, 1/7 rods; thence East 15, 3/4 rods; thence South 22,6/7 rods; to the South line of said quarter quarter; thence East on said line 20, 1/4 rods to the place of beginning, estimated to contain 6, 1/4 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 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 to-wit:

First - to the payment of costs and accruing costs herein;

Secton to the payment of the amount due Plaintiff on the Claim sued upon herein, being the amount of the judgment herein before rendered together with interest from this date;

Third - to the payment of the lien held by Defendant, Coatesville State Bank together with interst thereon from this date;

Fourth - the balance 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 the said judgment, interest, costs and accruing costs the residue thereof remaining unpaid shall be levied upon the goods and chattels and land of said Defendants Glenn Williams and Ada Williams, subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

BROWNSBURG STATE BANK)
VS) # 13295 Judgt. vs Deft. for Costs.
HENRY REDFORD) J. D. 16, Page 112.

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 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, now finds for the plaintiff and that the plaintiff is entitled to possession of the real estate as described in the complaint; and that the defendant unlawfully withholds possession thereof, and that the plaintiff should recover the costs of this action, taxed at _____dollars and _____cents.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff be and it is entitled to possession of the said real estate, and that the plaintiff, Brownsburg State Bank, recover the costs of this action, taxed at _____ dollars and _____cents.

JEANNETTE MOORE TODD) Judgt. vs Defts., Angeline Neal, John Springer
VS) # 13577 and William M. Springer for $1.00 and Costs.
ANGELINE NEAL, ET AL.) J. D. 16, Page 113.

Come now the parties, by counsel, and the Court having examined the motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts. And now the Court renders judgment on the verdict of the jury.

It is, therefore, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants, Angeline Neal, Springer and Springer, the sum of $1.00, together with the costs of this action, taxed at _____dollars and _____cents.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. And the Court being duly advised now grants said appeal and bond is fixed at $100.00, and sixty days are given in which to file bond and bill of exceptions.

PLAZA SQUARE REALTY)
COMPANY, A CORP.)
VS) # 13636
NEW AMSTERDAM CASUALTY)
CO., A CORP.)

Come now the parties, by counsel, and the Court having examined the defendant's motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects and excepts.

And now the defendant prays an appeal to the Appellate Court of

Indiana. And the Court being duly advised, now grants said appeal, and bond is fixed at $1300.00. And now the defendant suggests the name of United States Casualty Company _____as surety on said bond, which surety the Court now approves, and sixty days are given in which to file bond and bill of exceptions.

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

Wednesday Morning, May 3rd, 1933.

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

STATE OF INDIANA)
VS.) ORDER.
LOLETA BELMORE)

The defendant, Loleta Belmore, having heretofore filed her verified petition setting forth that she has filed her writ of corum nobis and that the same is set for trial in this court on May 4, 1933, at 9 A.M., and the said court being duly advised in the premises, finds that the petitioner's request should be granted.

It is therefore ordered and adjudged by this court that the Superintendent of the Indiana Girls School be directed to bring into court the said Loleta Belmore on the 4th day of May, 1933, at 9 A.M. It is thereby ordered and directed that the sheriff serve a certified copy of this order at the Indiana Girls School.

STATE OF INDIANA EX)
REL RICHARD A. McKINLEY,)
BANK COMMISSIONER)
VS) # 13929
CITIZENS BANK, AMO, IND.)

Come now Hume and Haston, attorneys in the above cause and file a petition for allowance for legal services in the amount of $50.00 rendered the Citizens Bank, Amo, Indiana, immediately prior to and at the time a receiver was appointed for said bank in the above entitled proceeding, which petition is in the words and figures following, to-wit: (H.I.).

The Court having seen and examined said petition and being duly advised in its premises, now orders the receiver to pay the sum of $50.00 to Hume and Gaston, attorneys, for services rendered.

May 5/1933. This claim has been fully paid and The same is hereby released. Hume & Gaston, By C.H. Gaston

CLARENCE E. JOHNSON)
VS) # 13939
TRESSIE JOHNSON)

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

IRENE HAYS TROTTER)
VS) # 13947
WILLIAM FRED TROTTER)

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

FLETCHER TRUST COMPANY,)
TRUSTEE)
VS) # 13608
LEWIS EDWARD LUKING,)
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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

JOSEPH P. O'MAHONY)
VS) # 13838
WALTER P. MORTON)

Comes now the defendant, 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.).

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 4th, 1933.

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

CARL FREYN, HEATING &)
PLUMBING CO., INC.)
VS) # 12879
WILLIAM A. OPPLE)

Come now the parties, by counsel, and the Court having examined the plaintiff's motion for change of venue from the county, heretofore filed, and being duly advised in its premises, now sustains the same. And now the parties strike, and Montgomery County remaining, this cause is now sent on change of venue to Montgomery County, Indiana, and five days are given in which to pay the costs and perfect change.

J. WALKER SHANK)
VS) # 13594
THE PEOPLES STATE)
BANK, A CORP.)

Come now the parties, by counsel, and the Court having examined the plaintiff's demurrer to second and third paragraphs of answer, heretofore filed, and being duly advised in its premises, now sustains the same, to each of which rulings of the Court the defendant objects and excepts. And the Court having examined the plaintiff's demurrer to fourth paragraph of answer, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts.

ADDISON H. INGRAM)
VS) # 13660
MODERN WOODMEN OF)
AMERICA.)

Be it remembered that heretofore to wit on the 8th day of March 1933, the court overruled the defendant's, Modern Woodmen of America, motion for a new trial in the above entitled cause to which ruling the defendant, Modern Woodmen of America, at the time excepted, and sixty days were given in which to file bond and bill of exceptions in this cause and now, on this the 4th day of May 1933 and within the time allowed by the court for said purpose, the defendant now presents to the court its bill of exceptions containing all of the evidence.

And the court having seen and examined said transcript and being duly advised in the premises, does now sign the same as a bill of exceptions in said cause containing all of the evidence and orders that the same be filed with the Clerk and made a part of the records in said cause as such bill of exceptions containing all the evidence produced and given at the trial of said cause.

And now, pursuant to the order and direction of the court and after signature and approval thereof by the judge of said court, and within the time allowed by the court for said purpose, said bill of exceptions is filed with the Clerk of said court and made a part of the records in said cause and the same so examined, approved and found

by the court to be correct, is ordered to be certified by the Clerk of this court without copying, as a part of the record in this cause and is in the words and figures following, to wit (H.I.)

ADDISON H. INGRAM
VS # 13660
MODERN WOODMEN OF AMERICA

TO THE CLERK OF HENDRICKS CIRCUIT COURT.

You are hereby requested to prepare a full, true and complete transcript of the entire record of the proceedings in the above entitled cause, except the original bill of exceptions containing the evidence, which you will incorporate in the transcript without copying, and to include in said transcript all papers and pleadings filed and on file, the order book entry of all orders and rulings, the special finding of facts and conclusions of law as found and made by the court, and the final judgement in the above entitled cause and certify the same to be used on appeal to the Appellate Court of the State of Indiana.

A. J. Kahl
Attorney for defendant,
Modern Woodmen of America.

FORREST F. PRITCHARD)
VS) # 13694
CAROLYN D. PRITCHARD)

Comes now the defendant, by counsel, and now dismisses her cross-complaint.

NELLE A. WEAVER
VS — Decree Quieting Title in Plaintiff.
SARAH IBERN CRADDICK, — Judgt. vs Pltf. for Costs.
RALPH CRADDICK, — J. D. 16, Page 113.
JEWELL CRADDICK,
JOHN CRADDICK,
MARGARET ALESA HERBSTER,
LAURA FRANCIS WALKER,
JASPER ALLEN FAUGHT,
NELSON FAUGHT,
ARVISTA JULIA WILSON,
ETTA J. CLARK,
FRED HERBSTER,
the unknown husband or wife, widower or widow, heirs, letatees, devisees, representatives, executors, administrators, receivers, trustees, lessees, successors, and assigns or any either and all persons or corporations claiming from, through or under them or either of them or who by possibility might claim some right, title or interest in the lands mentioned and described in this proceeding.

Comes now the Plaintiff herein in person and by Taylor and Taylor her attorneys and Plaintiff now files with the Clerk notice and proof of publication as to all of the defendants herein who were each and all duly notified of the filing

and pendency of this action by three successive weekly publications in "The Hendricks County Republican", a weekly newspaper of general circulation printed and published in the Town of Danville, Hendricks County, State of Indiana, the last of which publications was more than thirty days before the 1st day of May, 1933, the same being the 1st day of the May Term, 1933 of this Court, that beint the date fixed by Plaintiff in the notice of non-residents given herein as the return day of this cause of which said defendants should appear and answer said complaint.

And the Court having seen and examined said notice and proof of publication and being fully advised in the premises, finds that defendants are all non-residents of the State of Indiana, and that said notice was duly published in "The Hendricks County Republican", a weekly newspaper of general circulation, printed in the English language and published in the Town of Danville Hendricks County, Indiana, for three weeks successively, the last of which publication was more than thirty days before the return day endorsed on Plaintiffs complaint herein.

And the Court being further advised finds that said notice and publication was in due form and as required by law, and that all of said defendants have had a legal notice of the filing and hearing of this cause.

And now all of the above mentioned defendants in this cause herein set out are three times loudly called in open Court and come not, but herein wholly make default.

Whereupon on motion of Plaintiffs herein, this cause is now submitted to the Court for trial, judgment and decree, upon the default of defendants hereinabove named, without the intervention of a jury.

And the Court having examined the complaint herein and having heard the evidence adduced in support thereof, and being fully and sufficiently advised in the premises, finds for the Plaintiff herein and 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 herein above set out.

And the Court further finds that Plaintiff is the owner 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:

A part of the North East quarter of the North East quarter of Section 1, Township 16 North, Range 1 West, bounded and described as follows: Beginning at the South East corner of the 4½ acre tract of land formerly owned by Edward W. Sawyer in the aforesaid quarter quarter; and running thence Westward 9.51 chains; thence Northward 4.2575 chains; thence Eastward 6.348 chains; thence Southward parallel with the West line to a point 1.61 chains North of the South line; thence Eastward 3.582 chains and parallel with the South line to the middle of the Pittsboro and Danville, Free Gravel Road; thence South West along the center of said road to the place of beginning, containing 3.2793, more or less, Also

A part of the North East quarter of Section 1, Township 16 North Range 1 West bounded and described as follows, to-wit:

Beginning at a point which is found as follows, to-wit:

Beginning at the Northwest corner of said quarter; and running thence East 31 rods and 17½ links to a stone; thence South 14 chains and 34.7 links; thence South 87 degrees East 19 rods and 3 links to the point of beginning of this description; thence South 87 degrees East 83 rods and 9 links to a stone; thence North 8 degrees East 16 rods

and 7 feet to a stone; thence South 72½ degrees East 5 rods and 11½ feet to a stone; thence North 7½ degrees East 19 rods, 4 feet and 10 inches to a stone; thence North 74 degrees West 45 rods and 5 feet to a stone; thence South 19 degrees West 8 rods and 8¾ feet to a stone; thence West 48 rods and 10½ feet to a stone; thence South 34 rods and 11 links to the place of beginning.

The Court further finds that the claim of the defendants and each of them is without right and unfounded and that Plaintiffs title in and to said real estate be and the same is hereby quieted and forever set at rest, as against the claim or claims of defendants and each and every one of them, or any person or persons claiming by, under or through them, or any one or more of them and that 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.

It is further adjudged and decreed by the Court that the Plaintiff pay the costs of this proceeding layed out and taxed at _____dollars and _____ cents.

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

MARTIN FEENEY ET AL)
VS) # 13941
JULIA FEENEY ET AL.)

Come now the plaintiffs herein and it appearing to the satisfaction of the court that the defendant, Julia Feeney, has been served with summons for more than ten days before the return date fixed on the plaintiffs' complaint as the return day herein, and more than ten days before the date of hearing herein, as the same is shown by the writ of summons issued herein by the Clerk of the Sheriff of Hendricks County, Indiana, and the return endorsed thereon by said sheriff, which writ of summons and the said sheriff's return thereon are in the following words and figures,to-wit: (H.I,).

Further it appearing to the satisfaction of the court that the defendants Margaret Ann Feeney and Eddie Newcomb have each been served with summons for more than ten days before the return date fixed on the plaintiffs' complaint as the return day herein, and more than ten days before the date of hearing herein, as the same is shown by the writ of summons issued herein by the Clerk to the Sheriff of Marion County, Indiana, and the return endorsed thereon by said sheriff of Marion County, Indiana, which writ of summons and the said sheriff's return thereon are in the following words and figures, to wit: (H.I.).

And now the defendant, Julia Feeney, files her answer to the complaint, which answer is in the following words and figures, to wit: (H.I.).

And now the infancy of the defendants, Margaret Ann Feeney and Eddie Newcomb, is suggested to the court; thereupon the court does now appoint Edgar M. Blessing, a practising attorney at this bar, to represent said named infant defendants in this cause; and now said attorney accepts said appointment and appears for said infant defendants and files an answer for both of said infant defendants, which answer is in the following words and figures, to wit: (H.I.).

And now this cause, being at issue upon the complaint and the answers filed herein, 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 and

informed in the premises, does now find for the plaintiffs that the allegations set forth in their complaint are true.

The court finds that the plaintiffs and defendants are the owners, as tenants in common, of the real estate described in the complaint herein, and hereinafter described; that they are the owners thereof in fee simple by virtue of the last will and testament of Thomas Feeney deceased; that each of the plaintiffs and defendants is the owner of an undivided one-sixth part in value of said real estate; that said real estate is not susceptible of partition into separate moities among the several owners and that the same is indivisible among the several owners thereof and that the same will have to be sold and the proceeds of such sale, after paying the expenses and costs of such sale, divided among the said owners in the proportion herein found, that is, one-sixth thereof to each plaintiff and defendant; that said real estate is the probable value of $1600.00

The court further finds that said real estate in said complaint described will not have to be sold to pay the debts of the said Thomas Feeney, deceased; that there are ample assets outside of said real estate to pay and discharge all the debts of said decedent. That a commissioner of sale should be appointed to make sale of said real estate and make distribution of the proceeds thereof after paying the costs and expenses of such sale and of these proceedings.

It is therefore considered and adjudged by the court that the real estate described in the complaint and herein described as lying and being in Hendricks County, Indiana, as follows:

> A part of the Southwest Quarter of the Northwest Quarter of section 11, township 16 North, range 1 East and bounded as follows: Beginning at the Northeast corner of the Parthena A. Burns tract of land, the same being the part set off and partitioned to Charles W. Bradshaw, with John T. Burns substituted as plaintiff instead of said Charles W. Bradshaw, as set forth in Order Book 15 at page 403 of the Probate Records of Hendricks County, Indiana, thence West on the North line of said Parthena A. Burns tract of land 210 feet; thence North with bearing of Green Street 40 feet; thence East 74 degrees South 210 feet; thence South on the West side of Green Street 40 feet to the place of beginning,

be appraised, as by law provided, and be sold at private sale for not less than its appraised value for cash in hand.

It is further considered and ordered by the court that John T. Hume be, and he is hereby appointed commissioner to make sale of said real estate and that he give bond in the sum of $2000.00 with surety to the approval of the court. And now said John T. Hume tenders his bond in the amount named, which bond is now approved by the court.

It is ordered that said named commissioner give notice of the time, terms and place of such sale by publication of notice for *one* week in a newspaper of general circulation through Hendricks County, Indiana.

It is further ordered by the court that said sale be made for cash in hand and that said commissioner shall execute his deed to the purchaser upon the payment of the purchase price, after such deed has been duly approved by the court, as evidence of his title to said real estate.

It is further ordered and adjudged by the court that from the proceeds of such sale the costs of this action be first paid, including in such payment also a reasonable charge for such commissioner and attorneys fees, and that the balance be paid to the parties to this action, or the legal guardian of those who are infants, in proportion equal to their several interest in said real estate, and that said commissioner make a full report to the court of his doings herein.

STATE OF INDIANA)
VS) # 7278
LOLETA BELMORE, ET AL.)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Loleta Belmore, in her own proper person and by counsel, and the State files answer in general denial to petition and writ of coram nobis, which answer is in the words and figures following, to-wit: (H.I.). 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 heard the evidence, now denies said petition.

It is, therefore, now adjudged by the Court that the defendant take nothing by her petition and that she be remanded to the custody of the Board of Trustees of the Indiana Girls' School.

STATE OF INDIANA)
VS) # 7286
ELBERT SMITH)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and files affidavit charging failure of the defendant, Elbert Smith, to comply with the order of the Court. And the Court being duly advised, now orders warrant issued for said defendant to the Sheriff of Hendricks County, Indiana.

STATE OF INDIANA)
VS) # 7368
NORREL LEISURE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and it now appearing to the Court that the defendant, Norrel Leisure, is unable to pay the costs and fine imposed, he is now committed to the Indiana Penal Farm until the fine and 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, May 5th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE FEDERAL LAND BANK)
OF LOUISVILLE)
VS) # 13789 Judgt. vs Defts. for Costs.
SAMUEL P. YENNE, EDWARD) J. D. 16, Page 113.
D. COURTNEY and MABEL)
COURTNEY)

Comes now the plaintiff, in the above entitled cause, by its counsel and it appearing to the court by the summons herein, and the return of the sheriff endorsed thereon, that each of said defendants has been served with process more than 10 days before the 2nd day of January, 1933, 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 now said defendants each being three times loudly called in open court comes not but each of said defendants herein wholly makes default.

And now this cause is submitted 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 plaintiff and that the allegations of plaintiff's complaint are true and that the plaintiff is the owner in fee simple of the real estate in its complaint and hereinafter described.

The court further finds that the defendants and each of them claim an interest in said real estate adverse to the plaintiff and that said claim constitutes a cloud upon plaintiff's title.

The court further finds that the defendants, now either of them, have no interest or estate in said real estate and that the claim of each of said defendants is wholly without right and unfounded and that plaintiff is entitled to have its title to said real estate quieted as against each of the defendants and against all persons claiming by or through said defendants or either of them.

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, being in Hendricks County, State of Indiana, and described as follows to-wit:

A part of the south half of Section 10, Township 15 North, 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 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 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 47-1/2 degrees east on and along the center line of said road 35-½ 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.

And that the defendants claims and the claim of each defendant is without right and unfounded and that plaintiff's title thereto be, and the same is, hereby quieted and forever set at rest as against the defendants and each of them and all persons claiming by, through or under them or by, through or under any one of said defendants.

It is further ordered, adjudged and decreed that the plaintiff recover its costs taxed at $_____. All of which is fully ordered, adjudged and decreed by the 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, May 6th, 1933.

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

IMPANELLING OF THE PETIT JURY FOR THE MAY TERM, 1933.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Monday, May 8th, 1933, for jury services.

THE PEOPLES STATE BANK,)
TRUSTEE)
VS) # 13584
WILLIAM MARSHALL, ET AL)

Comes now the plaintiff, by counsel, and files motion to strike out cross-complaint, which motion is in the words and figures following, to-wit: (H.I.).

EDGAR W. HAUSER)
VS) # 13831
JOHN HANCOCK MUTUAL)
LIFE INSURANCE COMPANY)

Come now the parties, by counsel, and on motion of the plaintiff, the Court now orders deposition of Dr. A. L. Walters published.

STATE OF INDIANA)
VS) # 7350
J. H. NEFF)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also 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.). And the Court having examined said motion and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly excepts.

And now the defendant files motion for change of venue from the Judge, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now sustains the same.

KATHERINE PICKENS)
VS) # 13845 DIVORCE DECREE
PAUL O. PICKENS)

Judgt. vs Deft. for $3.00 per week except one week of each month.
J. D. 16, Page 113.

Comes now the parties in person and by counsel, and it appearing to the satisfaction of the court by the summons and sheriff's return thereon, which are as follows: (H.I.); that the defendant has been duly served with process before the day fixed by this plaintiff, by indorsement on her complaint, for the defendant to appear and answer said complaint; this cause is submitted to the Court for hearing and trial.

And the Court having heard the 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 alleged in her complaint.

The Court further finds that this plaintiff shall have the custody of her daughter Patricia Loo three weeks of each month, the other week, said care and custody shall be given to Mr. and Mrs. George Green. It is further decreed that when the care and custody of Patricia Loo is given to said Mr. and Mrs. Green, one week of each month, they, the said Mr. and Mrs. George Green shall call at the home of this Plaintiff for said child and shall bring her back to said Plaintiff at the end of their allotted week.

It is further ordered and decreed that this plaintiff is entitled to an allowence of $3.00 per week for the maintenance and support of said child, exception being made for the week of each month, when the said Mr. and Mrs. George Green shall have said child; that the plaintiff is entitled to recover of the defendant her costs and charges herein laid out and expended.

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.

That the plaintiff have the care and custody of Patricia Loo, three weeks a month, that one week of each Month the care and custody shall be given to Mr. and Mrs. George Green, they the said Mr. and Mrs. Green to come and get and to return Patricia Loo to this Plaintiff, that the defendant be and is hereby ordered to pay to the clerk of this court for the maintenance and support of said child the sum of $3.00 per week, commencing on the 5th day of May 1933, said sums to be paid by the clerk to the plaintiff herein.

That the plaintiff recover of the defendant her cost and charges in this cause laid out and expended, including attorney's fees.

LORENE HOLLINGSWORTH)
VS) # 13897
VERN HOLLINGSWORTH)

Judgt. vs Deft. for $50.00 Attorney Fees. and Costs.
J. D. 16, Page 119.

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. And now John A. Kendall, prosecuting attorney appears and makes defense.

And this cause being at issue, the same is not submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence in this cause, now 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.

And the Court further finds that the plaintiff, Lorene Hollingsworth, should be entitled to have her maiden name of Lorene Brill restored to her, and that she should be entitled to have the defendant, Vern Hollingsworth, pay her attorney the sum of $50.00 as attorney fees and costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that

the bond of matrimony heretofore existing between Lorene Hollingsworth and Vern Hollingsworth 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, adjuged and decreed by the Court that the plaintiff is entitled to have her maiden name of Lorene Brill restored, and that she be and she is entitled to have the defendant, Vern Hollingsworth pay her attorney the sum of $50.00 as attorney fees, and 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, May 8th, 1933.

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

LOUISVILLE JOINT STOCK)
LAND BANK)
VS) # 13945
ALVIA B. PLUNKETT, ET AL.)

Come now the parties, by counsel, and by agreement of said parties, the Court now appoints Otis E. Gulley, Jr. receiver to take charge of premises and collect the profits, and hold same until further order of the Court. Said receiver's bond being fixed at $500.00.

And now comes the said receiver and accepts said appointment and tenders his bond, which bond is in the words and figures following, to-wit: (H.I.). And the Court having examined said bond and being duly advised in its premises, now approves the same.

STATE OF INDIANA)
VS) # 7350
J. H. NEFF)

Come now again the parties, by counsel, and now agree upon the Honorable Charles V. Sears, practicing attorney at this bar, as special judge in this case. And the Court being sufficiently advised, now appoints the said Charles V. Sears as special judge to try this cause.

MATTIE M. HUTCHISON)
VS) # 13891 Judgt. vs Pltf. for Costs.
FLOY ALEXANDER) J. D. 16, Page 114.

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: James DeAtley, Logan Owen, Roy H. Nichols, William Lydick, Asbury Mood, Granville Leach, E. P. Bulion, Horace Scott, James F. Ballard, Everett Heald, George A. Adams and Theodore Kersey, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

Evidence is heard and concluded and arguments are heard and concluded, and at the close of arguments, the Court instructs the jury in writing giving of its own motion instructions numbered from one to nine inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally objects and excepts.

And now all of the instructions given in this cause by the Court of its own motion, are ordered filed with the Clerk of this Court as a part of the records in this case, which is now done, which instructions are in the words and figures following, to-wit: (H.I.).

The jury now retires in charge of a sworn officer to deliberate.

And the jury is again brought into Court and returns a verdict for the defendant, which verdict is as follows, to-wit:

Monday, May 8th, 1933, and the 7th day of the May Term, 1933.

MATTIE HUTCHISON)
VS) CAUSE NUMBER 13891
FLOY ALEXANDER)

We, the jury, find for the defendant.

R. H. Nichols,
FOREMAN

It is, therefore, now adjudged and decreed by the Court that the plaintiff, Mattie Hutchison take nothing by her complaint, and that the defendant, Floy Alexander recover his costs, 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, May 9th, 1933, and the 8th day of the May Term, 1933.

Tuesday Morning, May 9th, 1933.

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

J. WALTER SHANK)
VS) # 13594
THE PEOPLES STATE BANK,)
A CORP.)

Comes now the plaintiff, by counsel, and files reply to fourth paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

IVA L. HUFFMAN)
VS.) # 13724 Rule to Show Cause.
CHARLES R. HUFFMAN)

Iva L. Huffman having on this 9th day of May, 1933, filed in this court her affidavit and information from which it appears that on the first day of February, 1933, and each two weeks thereafter, the defendant Charles R. Huffman failed and refused to comply with the order of court made on the 25th day of January, 1933, that said Charles R. Huffman pay the sum of $2.50 per week for the support of his minor child Herbert Huffman, in the above entitled cause of action, now,

Therefore it is ordered by the court that said Charles R. Huffman be and appear in this court on the 13 day of May, 1933, at 2:00 o'clock A.M., to show cause, if any he may have, why he should not be attached and punished as for contempt of this court.

And the Sheriff of Hendricks County, Indiana, is hereby charged with the duty of serving this order and writ upon the said Charles R. Huffman.

Witness my hand this 9th day of May, 1933.

A. J. Stevenson
Judge of the Hendricks Circuit
Court.

STATE OF INDIANA, EX REL)
RICHARD A. MC KINLEY,)
BANK COMMISSIONER,)
VS) # 13929
CITIZENS BANK, AMO, INDIANA.)

Comes now The Danville Trust Company, the duly appointed qualified and acting receiver of the defendant bank, by counsel, and files petition to to make application of special deposits, which petition is in the words and figures following, to-wit:

STATE OF INDIANA,)
) SS:
HENDRICKS COUNTY.

IN THE HENDRICKS CIRCUIT COURT, MAY TERM, 1933.

STATE OF INDIANA, EX REL RICHARD A. McKinley,
BANK COMMISSIONER,
VS
CITIZENS BANK, AMO, INDIANA.

Comes The Danville Trust Company, the duly appointed, qualified and acting receiver of the defendant bank in the foregoing cause, and for its petition herein, says:-

That prior to the closing of said bank, and upon the dates hereinafter set out, certain persons made special deposits in said bank for the sale purpose and object of paying taxes due from such depositors. The names, respectively, of the persons making such deposits, with the date thereof, of such deposits, and the amounts thereof are as follows:-

Mary Vaughn,	Feb. 8th.1933,	$15.78;
F.A.Vaughn,	.. .. ..	$ 9.70;
Anna Masten,	Feb.11th.1933,	$47.94;
Roxie Hodson,	Feb.27th,1933,	$ 5.16;
Geo. Hodson,	.. .. ..	$ .45;

Wherefore your petitioner prays an order of the court authorizing it to make application of said funds in payment of the taxes of said depositors, as provided for by said special deposits, and it asks for all proper authority in the premises.

The Danville Trust Co, Receiver,

By Chas Z Cook Secretary.

And the Court having seen and examined said petition and being duly advised in its premises, now approves the same, and the receiver is now authorized to pay as petitioned for.

THE STATE OF INDIANA)
VS) # 7078 Judgt. vs Deft. Ben Allen for Costs.
WILLIAM ROWLAND, ALIAS,) J. D. 16, Page 114.
ETC. (BEN ALLEN))

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant William Rowland, alias ect., in his own proper person, who being duly arraiged in open court, for his plea, says that he is guilty as charged in the affidavit, that his true age is thirty years and that his true name is Ben Allen.

Whereupon the Court finds said defendant guilty and that the said Ben Allen for the offense by him committed be imprisoned in the Indiana State Prison for a period of twenty years and that he be disfranchised for twenty years and that he pay the costs of this action and stand committed until the same is staid or paid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Ben Allen, for the offense by him committed be and he is imprisoned in the Indiana State Prison for a period of twenty years and that he be and he is disfranchised for twenty years and that he pay the costs of this action, taxed at _____ dollars and _____cents, and that said defendant stand committed until the same is staid or paid.

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 10th, 1933.

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

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Comes now Judge John W. Hornaday, herein, and excepts said appointment and qualifies as such special judge. And now this cause is set for May 22nd, 1933.

J. FRANK CHADWICK, ET AL)
ASSIGNEES ETC.)
VS) # 13728
THE LOUISVILLE JOINT)
STOCK LAND BANK, ET AL.)

Come now the defendants, by counsel, and file answer to first and second paragraphs of complaint, ~~which answer is in the words and figures following, to-wit:~~ and said defendants also file answer to supplemental complaint, which answers are in the words and figures following, to-wit: (H.I.).

S. ELLEN BRADY)
VS)# 13878 Judgt. vs Deft. for $25.00 per calendar month and Costs.
ARTHUR B. BRADY) J. D. 16, Page 114.

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.

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 plaintiff and that the allegations of her complaint are true and that said plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged.

And the Court further finds that the plaintiff is a suitable person and should be entitled to have the care and custody of Lawrence Brady and Christina Brady, infant children; that the defendant should pay to the Clerk of this Court for the support the sum of $25.00 per month, payment to be made on or before the 1st day of each calendar month until further order of the Court, and that said defendant pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the bond of matrimony heretofore existing between S. Ellen Brady and Arthur B. Brady be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant. That the plaintiff, S. Ellen Brady be entitled to have the care and custody of Lawrence Brady and Christina Brady, infant children; that the defendant, Arthur B. Brady pay to the Clerk of this Court for the support the sum of $25.00 per month, payment to be

made on or before the 1st day of each calendar month until further order of the Court, and that said defendant pay the costs of this action, taxed at _____dollars and _____cents.

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS, ET AL.)

Come now the defendants, McGentry and McGentry, by counsel, and file motion to strike out second paragraph of complaint, which motion 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, May 11th, 1933.

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

EVA KESLER)
VS) # 13621
HENRY COX)

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

SAMUEL BURNELL)
VS) # 13922
FIRST NATIONAL BANK)
AND TRUST COMPANY)
OF PLAINTIFIELD, IND.)

Come now the plaintiff, by counsel, and the defendants are ruled to answer on or before May 20th, 1933.

D. V. CLARK)
VS) # 13933
S. H. SURFACE, ETC.,)
ET AL.)

Comes now the plaintiff, by counsel, and files motion to strike out cross-complaint, which motion is in the words and figures following, to-wit: (H.I.).

CLEMENT E. KELLEY, RECEIVER)
OF CLAYTON BANK AND TRUST)
COMPANY.)
VS) # 13917 Judgt. vs Deft. for $4108.00 and Costs.
E. HOWARD LITTLE) J. D. 16, Page 114.

Comes now again the plaintiff and it appearing to the Court from the summons and the return of the sheriff indorsed thereon that the defendant was served with process for more than ten days before the 5th day of April, 1933, which was the date fixed for the appearance of the defendant by the praceipe indorsed on the complaint, and which summons and the return of the sheriff indorsed thereon is in the words and figures as follows,to wit: (H.I.)

And the defendant being three times loudly called, comes not but herein wholly makes 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 sufficiently advised in the premises now finds for the plaintiff and that there is due on the note sued upon the sum of $3908.00 as principal and interest and the further sum of $200.00 as a fee for plaintiff's attorney all of which plaintiff is entitled to recover from the defendant without relief from valuation or appraisement laws.

It is therefore ordered adjudged and decreed that plaintiff

have and recover from the defendant the sum of $4108.00 all without relief from valuation or appraisement laws.

And it is further ordered and adjudged that plaintiff recover his costs taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7295 Judgt. vs Deft. for $2.00 and costs.
CLEO RIGGEN) J. D. 16, Page 115.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and said defendant withdraws his plea of not guilty and enters his plea of guilty.

Whereupon the Court finds that the defendant, Cleo Riggen, for the offense by him committed be imprisoned in the State Prison for a period of not less than one year nor more than seven years.

And the Court further finds that said defendant should pay to the North Salem Bank for the use of the children named, the sum of $2.00 per week as support, first payment to be made on May 22nd, 1933, and a like sum each Monday thereafter until further order, and that the defendant pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Cleo Riggen, for the offense by him committed be and he is imprisoned in the State Prison for a period of not less than one year nor more than seven years.

It is further ordered and adjudged by the Court that said defendant, Cleo Riggen, pay to the North Salem Bank for the use of the children named, the sum of $2.00 per week as support, first payment to be made on May 22nd, 1933, and a like sum each Monday thereafter until further order of the Court,and that the said defendant 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,during and so long as said order is carried out and so long as the defendant behaves well.

It is, therefore ordered by the Court that the execution of the sentence herein imposed be suspended during and so long as said order is carried out and so long as said Cleo Riggen behaves well, and that he be permitted to go at liberty on probation.

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

Come now the parties, in person and by counsel, and on motion of the defendant, the Court now orders all depositions and conditional examinations on file published.

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: Horace Scott, James DeAtley, Logan Owen, Granville Leach, Theodore Kersey, Roy H. Nichols, James F. Ballard, Herman Cline, E. P. Bulion, George A. Adams, William Lydick and Asbury

Mood, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to sell and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions as to their conduct during such separation, until 9:00 o'clock A. M. Friday, May 12th, 1933.

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 12th, 1933.

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

SUSIE JOHNSON, ET AL.)
VS) # 13624 Judgt. vs Pltfs. for Costs.
AMY C. WISEMAN, ET AL.) J. D. 16, Page 116.

Come now the plaintiffs, by counsel, and upon their motion, this cause is now dismissed at the cost of the plaintiffs.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiffs, Susie Johnson and Robert Hackney, are ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into open court and the taking of evidence is continued.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Saturday, May 13th, 1933.

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 13th, 1933.

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

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into court and the taking of evidence is continued, and at the close of plaintiff's case in chief, the defendant Partlow Jenkins Motor Car Company, files motion for directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts. And now the defendant, Emma Castor Partlow, moves the Court to close all plaintiff's case in chief for a directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised now overrules the same, to which ruling of the Court the defendant Emma Castor Partlow duly excepts, and the taking of evidence is continued and concluded. At the close of all the evidence, the defendant, Emma Castor Partlow, files motion for directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion now overrules the same, to which ruling of the Court the defendant, Emma Castor Partlow duly excepts. And now the defendants tender instructions numbered from one to fourteen inclusive, and the Court indicates that it will give of the instructions so tendered numbers 1, 5, 6, 7, 8 and 11, and the Court refuses to give of the instructions tendered by the defendants numbers 2, 3, 4, 9, 10, 12, 13 and 14, to the refusal of each one of which the defendants each separately and severally objects and excepts. And the plaintiff tenders instructions numbered one and two, each of which the Court refuses, and to which refusal the plaintiff objects and excepts.

Arguments are heard and concluded, and at the close of the arguments, the Court instructions the jury in writing, giving of the instructions tendered by the defendants numbers 1, 5, 6, 7, 8 and 11, to the giving of each one of which the plaintiff objects and excepts, and the Court gives of its own motion instructions numbered from one to _____inclusive, to the giving of each one of which the plaintiff and each defendant each for himself separately and severally objects and excepts

The jury now retires in charge of a sworn officer to deliberate.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptsions 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 the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

IVA L. HUFFMAN)
VS) # 13724
CHARLES R. HUFFMAN)

Come now the parties, in person and by counsel, and this cause is now submitted to the Court for hearing, and the evidence is heard and concluded.

O. FRANK MUSSELMAN)
VS) # 13675
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Come now the defendants, by counsel, and file petition for extention of time to file transcript, which petition is in the words and figures following, to-wit: (H.I.).

Charles V. Sears, Special Judge

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, May 15th, 1933.

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

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

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

BALKE & KRAUSS CO.)
VS) # 13914
AMERICAN LIABILITY &)
SURETY CO., ET AL.)

Come now again the parties, by counsel, and the Court having examined the defendants' demurrer to complaint, heretofore filed, now overrules the same, to which ruling of the Court the defendants separately and severally object and except. And now said defendants file answer in five paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into court, and it appearing to the Court that they have deliberated more than eighteen hours and that they are unable to agree upon a verdict, the jury is now discharged from further deliberation and duty in this cause of action.

FEDERAL LAND BANK)
OF LOUISVILLE, KY.)
VS) # 13246 ORDER CONFIRMING REPORT OF RECEIVER
JOHN S. BALDOCK, ET AL.)

This cause coming on to be heard on the motion to confirm the final report of the receiver herein, it is ordered, on motion of said receiver, that he be allowed and paid the sum of 35.00 dollars, out of the moneys in his hands, in full for his services herein. And the court finding said report correct, and that said receiver has fully obeyed the orders of the court to him issued, and has duly paid over all moneys coming into his hands as such receiver.

It is, therefore, ordered that all acts and things done by him, as well as his said report, be and they are hereby approved and confirmed, and said A. M. watkins is discharged from his duties, liabilities, and responsibilities as such receiver, and his undertaking therefor is vacated and cancelled.

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 16th, 1933.

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

CLEMENT E. KELLEY, RECEIVER)
OF CLAYTON BANK AND TRUST)
COMPANY)
VS) # 13916
ALVA R. MARLEY)

Comes now the defendant, 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.).

HOMER McCOMBS)
VS) # 13888 Judgt. vs Pltf. for Costs.
NATIONAL DISCOUNT CORP.) J. D. 16, Page 116.

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 cost of the plaintiff.

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

STATE OF INDIANA)
VS) # 7373
HERBERT SHEPHERD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Herbert Shepherd, in his own proper person, who being duly arraigned in open court, for his plea says that he is guilty.

And the Court now takes this cause under advisement.

STATE OF INDIANA)
VS) # 7350
J. H. NEFF)

Come now the parties, by counsel, and comes also Charles V. Sears, heretofore appointed special Judge in this cause, and now accepts said appointment and qualifies as such special Judge and assumes jurisdiction of this cause, which qualifications are as follows:

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 State of Indiana against J. H. Neff so help me God.

Chas. V. Sears

Subscribed and sworn to this 16th day of May 1933 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

STATE OF INDIANA)
VS) # 7350
J. H. NEFF)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and comes also the defendant, J. H. Neff, in his own proper person and 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 in this cause, does now take said cause under advisement.

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 17th, 1933.

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

CENTRAL STATES LIFE INSURANCE)
COMPANY)
VS) # 13816
CLARENCE V. EDMONDSON)
MARY H. EDMONDSON)

Comes now the defendant, Clarence V. Edmondson, 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.).

TOWN OF CLAYTON, BOARD OF)
FINANCE OF CLAYTON,)
HENDRICKS COUNTY, STATE OF)
INDIANA)
VS) # 13822
CHARLES B. WORRELL, ET AL.)

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

EDGAR W. HAUSER)
VS) # 13831
JOHN HANCOCK MUTUAL LIFE)
INSURANCE 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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

ROBERT M. NEWBY)
VS) # 13940 Judgt. vs Pltf. for Costs.
HARRY HUGHES, ADMINISTRATOR,) J. D. 16, Page 116.
ETC., ET AL.)

Come now the parties, in person and by counsel, and this cause coming on for hearing, 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 in this cause, and being duly advised, now finds for the defendant, and that the plaintiff should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant recover its costs from the plaintiff, Robert M. Newby, taxed at _____ dollars and _____cents.

STATE OF INDIANA)
VS) # 7374
RALPH NEAL)
STANLEY DOBINS)
ED SECREASE)
MORRIS ELKINS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and come also the defendants, Ralph Neal, Stanley Dobins, Ed Secrease, and Morris Elkins, who being duly arraigned in open Court for his plea says that they are each guilty as charged in the affidavit.

The defendant, Stanley Dobins, is now released on his own recognizance until further order of the Court, and the Court now fixes each defendant's bond at $500.00.

STATE OF INDIANA)
VS) # 7375
J. H. NEFF)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person and by counsel, and the Court finds that the defendant should be discharged, the statute under which prosecution was brought having been repealed without a saving clause.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, J. H. Neff, be and he is hereby discharged.

Charles V. Sears, Special Judge

Charles V. Sears, Special Judge.

JOHN WATT)
VS) # 13233
ELLA HARDESTY, ET AL)

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. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, May 18th, 1933.

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

O. FRANK MUSSELMAN)
VS) # 13675
JOHN W. FRAZEE)
LILLIE BELL STONE FRAZEE)

Come now the parties, by counsel, and the Court having examined the petition, heretofore filed in this cause, now grants the same, and time for filing transcript is extended to and including May 25th, 1933.

Charles V. Sears, Special Judge

Charles V. Sears, Special Judge.

STATE OF INDIANA SS:-
COUNTY OF HENDRICKS

IN THE HENDRICKS CIRCUIT COURT
CAUSE # 13675

O. FRANK MUSSELLMAN
VS
JOHN W. FRAZEE, et al

PRECIPE FOR TRANSCRIPT OF
ENTIRE RECORD

The Clerk of the Hendricks Circuit Court will prepare and certify a full, true and complete transcript of the proceedings, papers on file and judgment in the above entitled cause, except the original bill of exceptions containing the evidence, which you will incorporate in the transcript without copying, to be used on an appeal to the Appellate Court.

Russell V Duncan
ATTORNEY FOR DEFTS.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY)
VS) # 13460
JOHN H. KERR, ET AL.)

Comes now the receiver, Claude W. Gladden, by counsel, 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 balance on hands to be paid to the plaintiff and credited on the judgment. And the receiver is discharged from his bond and trust.

VIRGINIA CAROLINA CHEMICAL CO.)
VS) # 13720
C. E. WIGGAM, ET AL.)

Comes now the plaintiff, by counsel, and files demurrer to second paragraph of answer, which demurrer is in the words and figures following, to-wit: (H.I.).

RILEY E. SMITH)
VS) # 13571
LEVI L. McKINLEY, ET AL)

Comes now, Levi L. McKinley, 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.).

And the Court having examined said motion and being sufficiently advised in its premises, now sustains the same. Comes now the plaintiff, by counsel, and by agreement of said parties, this cause is sent to Marion County on change of venue, and five days are given in which to pay the costs and perfect the change.

CENTRAL STATES LIFE)
INSURANCE COMPANY)
VS) # 13816
CLARENCE V. EDMONDSON)
MARY H. EDMONDSON)

Come now the parties, by counsel, and the Court having examined the defendant's motion for change of venue, heretofore filed, and being sufficiently advised in its premises, now sustains the same, and by agreement of said parties, this cause is sent on change of venue to Boone County, and five days are given in which to pay the costs and perfect change.

PAPEC MACHINE CO.)
VS) # 13835
RILEY E. SMITH)

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

WILSON T. LAWSON)
VS) # 13883
WILLIAM I. SHELDON,)
GUARDIAN, ETC.)
JOHN C. RUSSELL)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

BALKE & KRAUSS CO.)
VS) # 13914
AMERICAN LIABILITY &)
SURETY COMPANY, ET AL.)

Come now the parties, by counsel, and the plaintiff files reply to second and third paragraphs of answer, which reply is in the words and figures following, to-wit: (H.I.). Said plaintiff also files demurrer to fourth and fifth paragraphs of answer, 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, now sustains the same, to each of which rulings the defendant objects and excepts.

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 in this cause, now takes the same under advisement.

CLEMENT E. KELLEY,)
RECEIVER OF CLAYTON)
BANK AND TRUST COMPANY)
VS) # 13916
ALVA R. MARLEY)

Come now the parties, by counsel, and by agreement of said parties this cause is sent on change of venue to Boone County, Indiana, and five days are given in which to pay the costs and perfect change.

WILLIAM PENROSE)
VS) # 13216 Judgt. vs Pltf. for Costs.
ERVIN McCLAIN) J. D. 16, Page 116.

It appearing to the Court that this cause has come up for trial, and the plaintiff failing to appear, the same 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, William Penrose, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

STATE OF INDIANA)
VS) # 7373 Judgt. vs Deft. for $10.00 Fine and Costs.
HERBERT SHEPHERD) J. D. 16, Page 117.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Herbert Shepherd, in his own proper person, and said defendant having heretofore plead guilty, and the Court being duly advised, now finds that the defendant for the offense by him committed be imprisoned in the Indiana Penal Farm for a period of ninety days and that he be fined in the sum of $10.00, and that he should pay the costs of this action and stand committed until the same is paid or staid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Herbert Shepherd, for the offense by him committed be and the is hereby imprisoned in the Indiana Penal Farm for a period of ninety days and that he be and he is fined in the sum of $10.00, and that he pay the costs of this action, taxed at _____ dollars and _____cents, and stand committed until the same is paid or staid.

RALPH M. BEAUCHAMP)
VS) # 13493 Judgt. vs Deft. for $750.00 and Costs.
GARRETT M. BATES) J. D. 16, Page 117.

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 this cause, and being sufficiently advised, now finds for the plaintiff and that the plaintiff is entitled to have and recover of and from the defendant, Garrett M. Bates, the sum of $750.00, together with his costs paid out and expended in the sum of _____dollars.

It is, therefore, considered, and adjudged by the Court that the plaintiff, Ralph M. Beauchamp, recover of and from the defendant, Garrett M. Bates, the sum of $750.00, together with his costs paid out and expended in the sum of _____ dollars and _____cents.

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

T. J. Stevenson, Judge.

Friday Morning, May 19th, 1933.

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, May 20th, 1933.

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

SAMUEL BURNELL)
VS) # 13922
FIRST NATIONAL BANK)
AND TRUST COMPANY,)
OF PLAINFIELD, INDIANA.)

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

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, A CORPORATION,)# 13925
VS.) Judgt. vs Defts., Ulysses G.
ULYSSES G. SMITH, AMY V. SMITH, HIS WIFE;) Smith and Amy V. Smith for
RANKIN C. WALKUP, SARAH E. WALKUP, HIS WIFE;) $5552.80 and Costs.
CHARLES W. CUNNINGHAM, LA VERNA P. CUNNINGHAM, HIS WIFE.) J. D. 16, Page 117.

Comes the plaintiff, The Mutual Benefit Life Insurance Company, A Corporation, by counsel, and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants, Ulysses G. Smith and Amy V. Smith, his wife, and from which summons and the return of said sheriff indorsed thereon, the court finds that said defendants, and each one thereof severally, were served with process, and notice of the filing and pendency of this action, more than ten days before the 14th day of April, 1933, the day fixed by the plaintiff, by indorsement upon its complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And the plaintiff also produces and exhibits to the court the summons issued to the sheriff of Grant County, Indiana, for defendants, Rankin C. Walkup and Sarah E. Walkup, his wife, and from which summons, and the return of said sheriff indorsed thereon, the court finds that said defendants, and each one thereof severally, were duly served with process, and notice of the filing and pendency of this action, more than ten days before the 14th day of April, 1933, the day fixed by the plaintiff, by indorsement upon its complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

Plaintiff also produces and exhibits to the court the summons issued to the sheriff of Boone County, Indiana, for defendants, Charles W. Cunningham, and La Verna P. Cunningham, his wife, and from which summons and the return of said sheriff indorsed thereon, the court finds that said defendants and each one thereof severally, were served with process, and notice of the filing and pendency of this action, more than ten days before the 14th day of April, 1933, the day fixed by the plaintiff by indorsement upon its complaint, for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And now each and all of the foregoing named defendants failing to appear and answer said complaint are severally three times loudly called in open court

but come not and herein wholly make default.

And this cause, being at issue upon plaintiff's complaint and the several defaults of the defendants, 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, says and finds:-

That the complaint in this cause was filed in the office of the Clerk of this court on the 1st day of April, 1933, and by indorsement thereon the Clerk was directed to issue summonses upon said complaint as follows:- To the sheriff of Hendricks County, Indiana, for defendants, Ulysses G. Smith and Amy V. Smith, his wife; to the sheriff of Grant County, Indiana, for defendants, Rankin C. Walkup and Sarah E. Walkup, his wife; to the sheriff of Boone County, Indiana, for defendants, Charles W. Cunningham and LaVerna P. Cunningham, his wife; and to make each of said summonses returnable on the 14th day of April, 1933, the same being the 35th judicial day of the March Term, 1933, of the Hendricks Circuit Court; that, pursuant to said indorsement, the Clerk issued said summonses, as directed, which summonses were each duly served, as commanded, as heretofore found by the court.

The court further finds that on the 31st day of December, 1931, defendants, Ulysses G. Smith and Amy V. Smith, his wife, were the owners in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the East half of the Northeast quarter of Section 33, Township 17 North, Range 1 West, bounded and described as follows, to-wit:-Beginning at the Northeast corner of said Section 33, and running thence South 26 chains and 65 links, to the center of the State Road; thence North 55 deg. West 4 chains and 36 links in the center of said Road; thence North 68 deg. West 4 chains in the center of said Road; thence continuing in the center of said Road, North 76 deg. West 13 chains to a stone on the West line of said half quarter; thence North 19 chains and 60 links to the Northwest corner of said half quarter; thence East 19 chains and 98 links to the place of beginning, estimated to contain 44.64 acres, more or less. Also, the South half of the Southeast quarter of the Southeast quarter of Section 28, Township 17 North, Range 1 West, continaing 19.84 acres, more or less. Also, all that part of the East half of the Northeast quarter of Section 33, Township 17 North, Range 1 West, that lies South of the State Road and described as follows:-Beginning at the Southeast corner of said half quarter, and running thence West 19 chains and 97 links to the Southwest corner thereof; thence North 20 chains and 25 links to a stone in the center of the State Road; thence South 76 deg. East in the center of said Road, 13 chains; thence continuing in the center of said Road, 68 deg. East 4 chains; thence South 55 deg. East with the center of said Road, 4 chains and 36 links to a stone on the East line of said half quarter; thence South 13 chains and 31 links to the place of beginning, except the following described tract, to-wit:-Part of the East half of the Northeast quarter of Section 33, Township 17 North, Range 1 West, described as follows:-Beginning at the Southeast corner of said East half quarter, and running thence West 10 chains and 85 links to a stone; thence North 18 chains and 13 links to the center of the State Road; thence South 76 deg. East in the center of said Road, 3 chains and 45 links; thence continuing in the center of said Road, South 68 deg. East 4 chains; thence South 55 deg. East with the center of said Road, 4 chains and 36 links to a stone on the East line of said half quarter; thence South 13 chains and 31 links to the place of beginning, containing in all of the above described tracts of real estate, 82 acres, more or less;

that on said date said defendants became and were indebted to the plaintiff herein, The Mutual Benefit Life Insurance Company, A Corporation, in the sum and amount of $5000.00, and, as evidence thereof, said defendants on the said 31st day of December, 1931, executed and delivered to the plaintiff herein their certain promissory note in the sum of $5000.00, payable on the first day of January, 1937, and ten interest coupon notes, each for the sum of $125.00, representing the interest due on said principal note on the first days of January and July, respectively, of each and every year thereafter until, and including, January 1st, 1937; that, to secure the payment of said principal note, and said several interest coupon notes, as and when the same became due or payable, defendants, Ulysses G. Smith and Amy V. Smith, his wife, executed and delivered unto the plaintiff herein their certain mortgage upon the foregoing described real estate; that said mortgage was filed for record on first day of June A.D. 1932, at 10:00 o'clock A.M. and recorded in Book No. 91 of Mortgages, at pages 412-413, of the records of the Recorder's Office of Hendricks County, Indiana.

The court further finds that the interest coupon note falling due on July 1st, 1932, was duly paid; that the interest coupon note falling due on January 1st, 1933, remains unpaid, and by the terms of said principal note and said mortgage the plaintiff is entitled to declare, and has so declared, the entire debt secured by said mortgage, and unpaid, due; that said principal note, in the sum and amount of $5000.00, and said interest coupon note for $125.00 due January 1st, 1933, after the first day of January, 1933, draw interest, respectively, at the rate of eight per centum per annum, and each is payable without relief from valuation or appraisement laws.

The court further finds for the plaintiff, that the allegations of its complaint are true, and that there is due it thereon the following sums and amounts, to-wit:-

Principal note, and interest to date,	$5154.44;
Coupon interest note due Jan. 1st, 1933, & int.	$128.87;
Money advanced for abstract, & interest, thereon,	$5.07;
Fee for plaintiff's attorney, as per note & mortgage	$264.42;

that said sums are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to a judgment against each one thereof severally, for a total of said amounts, in, to-wit:-The sum of $5552.80, all without any relief from valuation or appraisement laws.

The court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described therein, foreclosed and the Real Estate described in the complaint, and in said mortgage, sold to pay and satisfy the amount found by the court to be due plaintiff upon its complaint, and the costs and expenses of this action, and costs and expenses of such sale.

The court further finds for the plaintiff upon its said complaint that the defendants, Rankin C. Walkup and Sarah E. Walkup, his wife, Charles W. Cunningham and LaVerna P. Cunningham, his wife, have no interest whatever in and to the real estate described in the complaint, or has any one of said defendants any interest therein.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from defendants, Ulysses G. Smith and Amy V. Smith, his wife, and from each one thereof severally, the sum of $5552.80, together with its costs and charges laid out and expended and taxed at $_____, all without any relief from valuation or appraisement laws.

It is further considered and adjudged by the court that defendants, Rankin C. Walkup, Sarah E. Walkup, his wife; Charles W. Cunningham and LaVerna P. Cunningham, his wife, have no interest whatever in and to the real estate described in the complaint.

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; that the equity of redemption of the defendants, Ulysses G. Smith and Amy V. Smith, his wife, and of all persons claiming by under or through them, or any one of them, 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.

It is further considered and ordered by the court that no process shall issue for the execution of this judgment or decree of sale until after the first day of April, 1934; that thereafter upon the filing of a praecipe therefor by the judgment creditor herein, the Clerk of this court shall issue a duly certified copy of this judgment and decree to the sheriff of this county; that thereupon said sheriff shall im-

mediately proceed to sell the mortgaged premises, together with the rents, issues, income and profits thereof, or so much thereof as may be necessary to satisfy the judgment, interest and costs, at public auction, after advertising the same by publication once each week for three successive weeks in some weekly newspaper of general circulation printed in the English language and published in Hendricks County, in the State of Indiana, the first of which publications shall be made at least thirty days before the date of sale, and by posting written or printed notices thereof in at least three public places in Union Township, Hendricks County, Indiana, the township in which said real estate is located, and at the doore of the court house of this county; that said sale shall be made without relief from valuation or appraisement laws and without any right of redemption on the part of any of the defendants herein or of any person claiming from, under or through them or any one of them; and the proceeds arising from such sale the sheriff is ordered to apply in the manner following, to-wit:-

First: To the payment of all costs accrued in this cause and the costs of such sale;

Second: To the payment of the amount found due the plaintiff upon its complaint, being the amount of the judgment heretofore rendered herein in favor of the plaintiff, together with interest thereon from the 20th day of May, 1933, to the date of sale, at the rate of eight per centum per annum;

Third: The overplus, if any, the sheriff is ordered to pay into court for the use and benefit of the parties to whom it may rightfully belong, as the court shall determine.

That immediately after such sale it shall be the duty of said sheriff, and he is hereby so ordered, to execute and deliver to the purchaser a deed of conveyance for the mortgaged premises which deed shall be valid and effective to convey all the right, title and interest held or claimed by any and all of the defendants herein in and to said described Real Estate and of all persons claiming under them or any one of them.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy the costs, and any accruing costs of this proceedings, judgment and interest, the residue thereof, so remaining unsatisfied, shall be made out of the goods and chattels, lands and tenements of defendants, Ulysses G. Smith and Amy V. Smith, or out of the goods and chattels, lands and tenements of either of said defendants, subject to execution, and sale thereof shall be made without relief from valuation or appraisement laws.

And further proceedings herein are continued.

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 22nd, 1933.

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

PEARL BURNS, ET AL.)
VS) # 13879
ALFRED SMITH)

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

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

LUELLA TURPIN)
VS) # 13921
RECTOR G. DYE)
DOROTHY M. DYE)

Comes now the defendant, Rector G. Dye, 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.).

And comes now also the plaintiff, by counsel, and by agreement of said parties, this cause is sent on change of venue to Montgomery County. The defendant is given five days in which to pay the costs and perfect the change.

INEZ LOWDER)
VS) # 13977
PITTSBORO WATER COMPANY, Inc.

Comes now the plaintiff in the above entitled cause and comes now also the defendant and files its answer herein, which answer is in the words and figures as follows, to-wit: (H.I.)

And it now appearing to the court that the summons having been issued to the defendant and that the same was served upon Ora Cocherill as President of the Pittsboro Water Company, Inc. this cause is now submitted to the court for trial, finding and decree without the intervention of a jury.

And the court having examined the verified complaint and having examined Ora Cocherill, President of the Pittsboro Water Company, Inc. and having been duly advised in the premises finds that the allegations of plaintiff's complaint are true; that said Pittsboro Water Company, Inc. is in imminent danger of insolvency and that it is to the best interest of said Pittsboro Water Company, Inc. and its stockholders to have a receiver appointed for the Pittsboro Water Company, Inc.

The court further finds that Raymond Jackson of Indianapolis, Indiana, should be appointed receiver and that he should give bond to the approval of this court in the sum of $10,000.00.

It is, therefore, ordered, adjudged and decreed that Raymond Jackson be, and he is, hereby appointed receiver for the Pittsboro Water Company, Inc. of Pittsboro, Indiana, and that before entering upon his duties that he qualify by taking his oath and furnishing a bond with surety to the approval of this court in the penal sum of $10,000.00.

It is further ordered, adjudged and decreed that upon qualifying said receiver shall take charge of the property and assets of said company; that he make an inventory and appraisal of said property and assets of said Pittsboro Water Company, Inc. and that he take such other steps as will fully conserve the property of said corporation and that to proceed to liquidate the same and take all other steps as may by this court be required of said receiver.

And now the said Raymond Jackson tenders his bond in the penal sum of $10,000.00 with the United States Fidelity & Guaranty Company as surety thereon, which bond is now approved by the Court and which bond together with the approval indorsed thereon is in the words and figures as follows to wit (H.I.)

And said Raymond Jackson also files his oath of office which is in the words and figures as follows to wit:(H.I.)

STATE OF INDIANA)
VS) # 7377
NAPOLEON L. LAWSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Napolion L. Lawson, in his own proper person, who being duly arraigned in open Court, for his plea says he is guilty. And the Court now takes this cause under advisement.

STATE OF INDIANA)
VS) 7378
JOHN BURDINE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, who being duly arraigned in open Court for his plea says he is not guilty. And the Court now fixes said defendant's bond at $100.00.

STATE OF INDIANA)
VS) # 7379 Judgt. vs Deft. for $10.00 Fine and Costs.
ROBERT WITHERS) J. D. 16, Page 117.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, who being duly arraigned in open Court for his plea says he is guilty as charged in the affidavit.

Whereupon the Court finds that the defendant, Robert Withers, is guilty and that said defendant, for the offense by him committed be fined in the sum of $10.00 and that he pay the costs of this action, and that he be committed to the Indiana State Penal Farm until the fine and costs are paid or staid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Robert Withers, for the offense by him committed be and he is fined in the sum of $10.00 and that he pay the costs of this action, taxed at _____dollars and _____ _____cents, and that he be and he is committed to the Indiana State Penal Farm until the fine and costs are paid or staid.

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 23rd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

KATE M. FRANCIS)
VS) # 13907 FORECLOSURE DECREE
HORACE T. FRANKLIN) Judgt. vs Defts. Horace T. Franklin and Della DeHart
DELLA DeHART FRANKLIN) Franklin for $2825.37 and Costs.
MARY PAULINE FRANKLIN) J. D. 16, Page 118.

Comes now the plaintiff by her attorney's John A. Kendall, and Charles V. Sears, and comes also the defendants by their attorney Harney F. Semones, and by agreement of the parties, the case is submitted to the Court, for trial, finding and decree, and the Court having heard the evidence, and being sufficiently advised, finds for the plaintiff, and that the allegations in the plaintiffs complaint are true, and that there is due the plaintiff from the defendants Horace T. Franklin, Della DeHart Franklin on the note sued upon herein the amount of $2690.83 two thousand six hundred ninety dollars and eighty three cents, and the further sum of $134.54 as and for the fee for plaintiff attorney, all 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 25th day of February 1929, in mortgage record 88, pages 2-3, of the records of Hendricks County Indiana, and plaintiff is entitled to have said mortgage foreclosed, as against all of said defendants.

IT IS, THEREFORE, considered and adjudged by the Court that the Plaintiff have and recover of and from the defendants Horace T. Franklin, and Della DeHart Franklin, the said sum of $2690.83 and the further sum of $134.54, as fee for Plaintiff attorney, a total sum of $2825.37, to gether with her cost of suit, with out any relief whatever from valuation and appraisement laws, the judgement to bear interest at the rate of 6% per annum.

IT IS THEREFORE FURTHER considered and adjudged by the Court that the equity of redemption of the defendants Horace T. Franklin, Della DeHart Franklin, and Mary Pauline Franklin, and all persons claiming from, under, or through them, in and to said mortgaged premises, to wit; A part of the N W quarter of the South East quarter, of Sec. 34 thirty four, Township 16 N, Range 1 W, and bounded as follows, to wit; beginning at the center of said section 34, and running thence south on the west line of said quarter quarter, 16 chains and 95 links; thence north, 86 degrees East 10 chains and 93 links; thence North five degrees East 16 chains and 65 links to the North line of said quarter quarter; thence West 12 chains and thirty two links to the place of beginning, estimated to contain 19.75 nineteen and seventy five hundredth acres more or less,
be and the same is hereby for ever barred and foreclosed, and that said real estate and all the right, title, interest, and claim of the defendants, Horace T. Franklin, Della DeHart Franklin, and Mary Pauline Franklin, 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 this County as lands are sold on execution, such sale to be made without any relief what ever from valuation or appraisement laws; and the proceeds arising from such sale, the Sheriff is ordered and directed to apply in the following manner, to wit: first, to the payment of all costs accrued in this cause and the cost of said sale, second; to the

payment of the amount found due plaintiff herein, being the amount of the judgement hereinbefore rendered, to gether with interest from this date.

The over-plus, if any, remaining after payment of the foregoing judgement, interest, and cost, 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 judgement, principal, interest, and cost, the residue thereof remaining unpaid, shall be levied of the goods and chattles, lands and tenements of the defendants Horace T. Franklin and Della DeHart Franklin, subject to execution, and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

THE MUTUAL BENEFIT LIFE INSURANCE CO.,)
A Corporation,)
VS.) # 13925
ULYSSES G. SMITH, AMY V. SMITH, HIS WIFE;)
RANKIN C. WALKUP, SARAH E. WALKUP, HIS WIFE;)
CHARLES W. CUNNINGHAM, LaVERNA P. CUNNINGHAM, HIS WIFE;)

Comes the plaintiff, by counsel, and the matter of the appointment of a Receiver in the foregoing entitled cause coming on for hearing, the Court, having heard the evidence and being fully advised in the premises, finds for the plaintiff, that the allegations of its complaint bearing thereon are true.

The Court further finds that the taxes and certain ditch assessments thereon upon the Real Estate described in the complaint and covered by plaintiff's mortgage, in the sums and amounts as follows, to-wit:

Taxes in the sum of $53.13
Ditch Assessments in the sum of $4.78;

due and payable on the first Monday of May, 1933, are unpaid and delinquent; that the record owners of the fee-simple title of said real estate are now occupying said premises as a dwelling place, but are not cultivating said farm, except a small portion thereof upon which the dwelling house is situated, and thereabout, not exceeding fifteen acres, and that a Receiver should be appointed to take charge of said Real Estate, during the year of redemption.

It is, therefore, considered and adjudged by the Court, that a Receiver be, and is, appointed in this cause to take charge of the mortgaged premises, collect the rents, issues, income and profits thereof, and apply the same to the payment of all taxes, assessments, Insurance premiums and needed repairs to preserve the security of the mortgaged debt, except the following parcel thereof:

Fifteen acres of uniform width off of and across the entire North end of the following described portion of the mortgaged premises, to-wit:-

> Beginning at the Northeast corner of Section 33, Township 17 North, Range I West, and running thence South 26 chains and 65 Links to the center of the State Road; thence North 55 degrees West 4 chains and 36 links in the center of said road; thence North 68 degrees West 4 chains in the center of said road; thence continuing in the center of said road North 76 degrees West 13 chains to a stone on the west line of the East Half of the Northeast Quarter of said Section 33; thence North 19 chains and 60 links to the Northwest corner of said Half Quarter; thence East 19 chains and 98 links to the place of beginning,

which said parcel the defendants, Ulysses G. Smith and Amy V. Smith, his wife, shall be allowed to occupy during the year of redemption, and until a sale thereof is had under the judgment and decree of this court heretofore rendered in this cause, rent free, so

long as they do not suffer waste, or other damage to said real estate.

And now the court appoints John C. Taylor, as such receiver, and does fix the penalty of his bond at the sum of $500.00.

And now comes the said John C. Taylor accepts said appointment, tenders his bond conditioned for the faithful discharge of his duties as such receiver, which bond the court approves. Said bond, and the approval of the court endorsed thereon, are as follows, to-wit:-(Here Insert).

And now the said John C. Taylor is duly qualified as such receiver and he is ordered to immediately take upon himself the administration of his trust under this appointment.

And further proceedings herein are continued.

STANDARD OIL COMPANY)
VS) # 13830 Judgt. vs Deft., Robert Williams for $1376.76
FIDELITY & DEPOSIT CO.) and costs.
OF MARYLAND, ET AL.) J. D. 16, Page 118.

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 after hearing all the evidence in this case, the Court finds for the plaintiff and against the defendant, Robert Williams, and that there is due the plaintiff from the said defendant, Robert Williams, on account sued upon the sum of $1376.76, and that the plaintiff is entitled to a judgment against the defendant, Robert Williams, for said sum, together with the costs of this action.

And the Court finds for the defendants, Fidelity & Deposit Company of Maryland, Raymond Stout, Administrator, U. R. Price, George W. Miller, Ralph Rogers and L. A. Baker.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Robert Williams, the sum of $1376.76, together with the costs of this action, taxed at _____dollars and _____cents.

It is further, considered, ordered and adjudged by the Court that the plaintiff recover nothing from the defendants, Fidelity & Deposit Company of Maryland, Raymond Stout, Administrator, U. R. Price, George W. Miller, Ralph Rogers and L. A. Baker.

(For modification of this judgment see page 467 of this record.)

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 24th, 1933.

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

LOLETA ROBERTS)
VS) # 31896
WARREN ROBERTS)

Come now the parties, by counsel, and the Court now orders notice issued for the hearing of petition for temporary allowance, set for Monday, May 29th, 1933.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

Comes now the defendant, by counsel, and the Court having examined said defendant's demurrer, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court each defendant separately and severally excepts.

MIDLAND ACCEPTANCE)
CORP. OF INDIANA .)
VS) # 13953
CECIL HELTON)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before May 31st, 1933.

FIRST RURAL LOAN AND)
SAVINGS ASSOCIATION,)
Plaintiff,) # 13958
VS) Action to Foreclose Mortgage, and for Receiver.
HOLLIS LOVELL, ET AL.,) Judgt. vs Defts., Hollis Lovell and Ruby Lovell for $2420.77 and Costs.
Defendants.) J. D. 16, Page 118.

Comes now the plaintiff and shows to the satisfaction of the Court, that the defendants Hollis Lovell and Ruby Lovell, have been duly served with summons herein, more than 10 days before the return day endorsed by the plaintiff upon its Company 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 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 sued on, and after hearing the evidence adduced by the plaintiff, and being sued 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

Company 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 Ruby Lovell and Hollis Lovell, now owe and are indebted to the plaintiff, on the note and mortgage herein sued on, in the sum of $2320.77 principal and interest, and the further sum of $100.00 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 Company 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 paid to the defendants herein; 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 mortgagee 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 virture 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 should be in the possession thereof at the time of the appointment of said receiver, then said owner should pay to 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 Ruby Lovell and Hollis Lovell 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 Ruby Lovell and Hollis Lovell the sum of $2420.77 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 any 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 plaintiff's mortgage and complaint herein, to-wit:

Lot No.18 in Tharp & Thompson's Addition to the Town of Brownsburg, situate 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 third any part thereof remaining be paid to the defendants herein;

And it is further considered, adjudged, and decreed by the Court, that if the above described real estate, and the rents, issues, and profits thereof, shall not sell for a sum sufficient to pay the plaintiffs judgment herein, and the costs of this action, then the balance thereof remaining unpaid be levied upon any property of the defendants Ruby Lovell and Hollis Lovell, subject to execution, and that said property so levied upon be sold by the proper sheriff, as other property is sold upon execution, without any relief whatever from valuation or appraisement laws.

It is further considered, adjudged, and decreed by the Court, that the matter of the appointment of the receiver herein, and all questions, and evidence relating to said appointment be, and the same are hereby continued for further hearing, and final judgment, until such time as the Court may hereafter fix.

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.

A. J. Stevenson, Judge.

Thursday Morning, May 25th, 1933.

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

SECURITY TRUST COMPANY,)
GUARDIAN OF RUTH TAYLOR,)
A PERSON OF UNSOUND MIND.)
VS) # 13930
FRANK MARTIN)

Comes now the plaintiff, by counsel, and the defendant, Frank Martin is ruled to answer on or before June 3rd, 1933.

CHARLES N. VANCLEAVE)
VS) # 13931
ARTHUR WOLF, ET AL.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before June 10th, 1933.

STATE OF INDIANA) (This entry is of May 20th, 1933.)
VS) # 7375 Judgt. vs Deft. for $10.00 and Costs.
SPENCER BUCKMAN) J. D. 16, Page 118.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Spencer Buckman, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of the offense charged.

Whereupon the Court finding the said defendant guilty, finds that the defendant for the offense by him committed be fined in the sum of $10.00 and that he be committed to the Indiana Penal Farm for a period of six months, and that he pay the costs of this action and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Spencer Buckman, for the offense by him committed be and he is fined in the sum of $10.00 and that he be and he is committed to the Indiana Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until the same 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, May 26th, 1933.

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

PLAZA SQUARE REALTY)
CO., A CORP.)
VS) # 13636
NEW AMSTERDAM CASUALTY)
CO., A CORP.)

Comes now the defendant, by counsel, and files appeal 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, now approves the same.

STATE OF INDIANA } SS:
COUNTY OF HENDRICKS }

IN THE HENDRICKS CIRCUIT COURT
No. 13636

PLAZA SQUARE REALTY COMPANY,
a corporation
v.
NEW AMSTERDAM CASUALTY COMPANY,
a corporation

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT,
HENDRICKS COUNTY, STATE OF INDIANA:-

You are hereby directed to prepare a transcript of the record for an appeal to the Appellate Court of Indiana in cause No. 13636 in the Circuit Court of said County of Hendricks, State of Indiana, entitled "PLAZA SQUARE REALTY COMPANY v. NEW AMSTERDAM CASUALTY COMPANY", in which final judgment was entered on the 15th day of November, 1932, and to include therein the following: a transcript of the entire record, and to embrace and include in the transcript the original bill of exceptions instead of a copy thereof.

NEW AMSTERDAM CASUALTY COMPANY
By White Wright & Boleman
Edgar Blessing.
Its Attorneys.

HARRISON GRAY)
VS) # 13885 Judgt. vs Pltf. for Costs.
FRED RICE) J. D. 16, Page 119.

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

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

BALKE & KRAUSS CO.)
VS) # 13914 Judgt. vs Defts. for $3718.74 and Costs.
AMERICAN LIABILITY) J. D. 16, Page 119.
& SURETY CO., ET AL.)

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause and now being duly advised, finds for the plaintiff and that there is due the plaintiff on the account sued upon the principal sum of $2932.31, together with interest thereon in the sum of $586.43, or a total of $3518.74, and that the plaintiff is further entitled to its attorney fees the sum of $200.00, and that the plaintiff is entitled to a judgment against the defendants, American Liability & Surety Company, Western & Southern Indemnity Company, J. G. Karstedt Construction Company, Inc., and C. C. Shipp, Receiver of J. G. Karstedt Construction Company, Inc., for $3718.74, 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 defendants, American Liability & Surety Company, Western & Southern Indemnity Company, J. G. Karstedt Construction Company, Inc., and C. C. Shipp, Receiver of J. G. Karstedt Construction Company, Inc., the sum of $3718.74, together with the costs for this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7381
LORING STOHLER)

Comes now the State of Indiana, by John A. Kendall, 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 as charged in the affidavit.

And now the Court takes this cause under advisement.

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 27th, 1933.

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

MIDLAND ACCEPTANCE)
CORP. OF INDIANA.)
VS) # 13953
CECIL HELTON)

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

STATE OF INDIANA)
VS) # 7312 RULE TO SHOW CAUSE.
HARVEY ROBINSON)

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, having filed in this Court his verified information concerning the contempt of this Court of Harvey Robinson, which is as follows:

John A. Kendall, Prosecuting Attorney of the 55th Judicial Circuit, State of Indiana, being duly sworn upon his oath says and informs this Court that on the 13th day of January 1933, the above entitled cause was heard by the Honorable A. J. Stevenson, Judge of said Court, and that said Court had full and complete jurisdiction over the issue and the parties to said suit and was in session.

That upon said date the Court rendered his final decree in said cause, in which he ordered this defendant to pay into the clerks office of the County aforesaid the sum of $2.00 on January 21, 1933, and the sum of $4.00 each two weeks thereafter, for the support of the defendants daughter Morjorie Ellen, and that the defendant should pay said sum until further order of this Court.

Affiant further says that the said Harvey Robinson has not paid into the Clerks office any money for support of his daughter since April 28, 1933, and that since said date the said Harvey Robinson has wilfully and knowingly refused, neglected and failed to pay said support money as required in the order of the Court rendered on the 13th day of January 1933.

John A. Kendall, Prosecuting
Attorney, 55th Judicial Circuit
State of Indiana

Subscribed and sworn to before me this 27 day of May 1933

Frank Tucker,
Clerk, Hendricks Circuit Court

It is therefore ordered by this Court that the said defendant Harvey Robinson be and appear in this Court on 5th day of June, 1933 at 9:00 A.M. to show cause if any why he should not be attached and punished for contempt of Court.

A. J. Stevenson
Judge, Hendricks Circuit Court

HARRY KASTAN)
VS) # 13937
BERTHA KASTON)

Comes now the plaintiff, by counsel, and files answer to cross-complaint, 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, May 29th, 1933.

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

STATE OF INDIANA, EX REL)
JAMES D. GENTRY)
VS) # 13395
GROVER AGAN, PRESIDENT,)
ETC. ET. AL.)

Come now the parties, by counsel, and the Court now files special finding of facts, which special finding is in the words and figures following, to-wit: (H.I.), and this cause is now continued for argument on conclusion of law.

Lewis W. Eubank, Special Judge.

STATE OF INDIANA, EX REL,)
OLIVER P. BEBINGER, ETC.)
VS) # 13506 Judgt. vs Deft. for Costs.
CARL F. KING, ETC.) J. D. 16, Page 120.

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 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 plaintiff, and that the defendant, Carl F. King, Justice of the Peace, of Washington Township, Marion County, Indiana, is ordered to pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff is entitled to recover its costs in this action, taxed at _____ dollars and _____cents.

WILLIS E. COCHERELL)
VS) # 13485 Judgt. vs Deft., Indianapolis Street Railway Co., for $500.00 and Costs.
GEORGE E. FOREY, JR.,) J. D. 16, Page 120.
RECEIVER, ETC.)

Come now the parties, by counsel, and the plaintiff now dismisses this action as to the defendant, George E. Forey, Jr., Receiver,

And now by agreement of parties, the Court now finds against the defendant, Indianapolis Street Railway Company, and that the plaintiff is entitled to a judgment for damages against the said defendant in the sum of $500.00, 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, Indianapolis Street Railway Company, the sum of $500.00, together with the costs of this action, taxed at _____dollars and _____cents.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

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

1

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

Tuesday, May 30th, 1933, and the 26th day of the May Term, 1933.

D

E

C

L

A

R

A

T

I

O

N

D

A

Y

(N O C O U R T)

Wednesday, May 31st, 1933, and the 27th day of the May Term, 1933.

Wednesday Morning, May 31st, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

EARL R. BEBOUT)
VS) # 13552
LILLIAN S. FAUVRE, 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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

MARTINSVILLE TRUST COMPANY)
OF MARTINSVILLE, INDIANA.)
VS) # 13563
SERV ALL GARMENT COMPANY.)

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

STANDARD OIL COMPANY)
VS) # 13830
FIDELITY & DEPOSIT COMPANY)
OF MARYLAND, ET AL.)

Comes now the plaintiff, by counsel, and files motion to modify and correct judgment, which motion is in the words and figures following, to-wit: (H.I.).

IDA F. WILKINS,)
PLAINTIFF)
VS) # 13738 D E C R E E Judgt. vs Defts. for $685.63 and Costs.
WILMER LONG, ET AL.) J. D. 16, Page 120.
DEFENDANTS)

Comes now the plaintiff by her attorneys, Rogers and Smith, and it appearing to the satisfaction of the court by the summons issued in this cause to the defendants and the return of the Sheriff of Hendricks County, Indiana, endorsed thereon that the defendants, and each of them have been duly served with said summons more than ten days prior to the date fixed for its return and more than ten days prior to this date; and said defendants and each of them failing to appear are now each three times loudly called in open court but come not and wholly make default herein.

And now this cause is submitted to the court 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 finds for the plaintiff; that the allegations of her complaint are true; that the defendants owe and are indebted to the plaintiff upon the note sued upon in plaintiff's complaint of principal and interest the sum of six hundred fifty and 63/100 ($650.63) dollars; that, as provided by the terms of the note sued upon herein, plaintiff

is entitled to recover of and from the defendants the sum of thirty-five ($35.00) dollars as and for attorneys' fees in this cause; that the plaintiff is entitled to recover of and from the defendants as principal, interest and attorneys' fees the sum of six hundred eighty-five and 63/100 ($685.63) dollars, all without relief from valuation and appraisement laws; that said judgment shall bear interest at the rate of eight per cent. per annum from the date hereon.

IT IS, THEREFORE, considered, adjudged and decreed by the court that the plaintiff recover of and from the defendants the sum of $685.63, all without relief from valuation or appraisement laws; that said judgment bear interest at the rate of eight per cent. per annum from the date hereof.

It is further considered, adjudged and decreed by the court that the plaintiff recover of and from the defendants her costs herein, taxed at _____ dollars and _____cents.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASSOCIATION.)

Come now the parties, by counsel, and the Court having examined the defendant's motion for change of venue from the Judge, heretofore filed, and being sufficiently advised, now sustains the same,

And the parties being unable to agree, the Court now submitts the names of Judge John W. Hornaday, Paul E. Laymon and Honorable Charles V. Sears, as names from which to select.

MINNIE A. STONE, ADMINISTRATRIX)
OF THE ESTATE OF WILSON D. BARNES,)
DECEASED.)
VS.) # 13963 ENTRY
ERNEST V. STOUT.)

Comes now the Plaintiff by Counsel and it appearing to the Court by the summons herein and the endorsement of the Sheriff thereon, that said defendant Ernest V. Stout was personaly served with notice of the filing and pendency of this action more than 10 days before May 22, 1933, the date fixed by Plaintiff in her complaint for the return, which summons together with the endorsement of the Sheriff thereon is in words and figures as follows, to-wit: (H.I.).

And the Defendant now 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 finds for the Plaintiff and that the allegations of Plaintiffs complaint are true and that there is due the Plaintiff on the note sued upon the sum of $126.98, and the further sum of $63.21 interest thereon from the 11th day of December 1926, to the 31st day of May, 1933.

The Court further finds that a reasonable fee for the Plaintiffs attorney is $15.00.

It is therefore ordered adjudged and decreed that the Plaintiff have and recover judgment against the defendant in the sum of $205.19 together

with interest thereon from this date and the costs and accruing costs of this action, and for all other proper relief in the premises.

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

MINNIE A. STONE, ADMINISTRATRIX,)
ETC.)
VS) # 13964 ENTRY Judgt. vs Deft. for $80.40 and Costs
WILLIAM W. STONE,) J. D. 16, Page 121.

Comes now the Plaintiff by Counsel and it appearing to the Court by the summons herein and the endorsement of the Sheriff thereon, that said defendant Wm. W. Stout was personaly served with notice of the filing and pendency of this action more than 10 days before May 22, 1933, the date fixed by Plaintiff in her complaint for the return, which summons together with the endorsement of the Sheriff thereon is in words and figures as follows, to-wit: (H.I.)

And the Defendant now 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 finds for the Plaintiff and that the allegations of Plaintiffs complaint are true and that there is due the Plaintiff on the note sued upon the sum of $60.00, and the further sum of $5.40 interest thereon from the 1st day of December, 1931, to the 31st day of May, 1933.

The Court further finds that a reasonable fee for the Plaintiffs attorney is $15.00.

It is therefore ordered adjudged and decreed that the Plaintiff have and recover judgment against the defendant in the sum of $80.40 together with interest thereon from this date and the costs and accruing costs of this action, and for all other proper relief in the premises.

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

STATE OF INDIANA)
VS) # 7363
FRANK TALLMAN)
JIM SURFACE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Frank Tallman, by counsel, and files petition to refund fees, which petition is in the words and figures following, to-wit: (H.I.).

JOHN WATT)
VS) # 13233 Judgt. vs Pltf. for Costs.
ELLA HARDESTY, ET AL.) J. D; 16, Page 121.

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, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, John Watt, is ordered to pay the costs of 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 Morning, June 1st, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GREGOR ALBERS)
VS) # 13948 Judgt. vs Pltf. for Costs.
WESTERN & SOUTHERN) J. D. 16, Page 121.
INDEMNITY COMPANY,)
ET AL.)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Gregor Albers, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

D. FENTON THOMPSON)
VS) # 13889
COLONIAL MINERAL)
SPRINGS COMPANY.)

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.). And the Court having examined said motion and being duly advised in its premises, now sustains the same.

And comes now also the plaintiff, by counsel, and by agreement of said parties, this cause is sent on change of venue to Montgomery County, Indiana, and the defendant, Colonial Mineral Springs Company, is given five days in which to pay the costs and perfect change.

CECILIA O'MAHONY)
VS) # 13840
WALTER P. MORTON)

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: Roy Hodson, Merle English, James DeAtley, Logan Owen, Granville Leach, Stanley Hadley, James F. Ballard, Herman Cline, E. P. Bulion, G. A. Adams, Clifford L. Hadley, and Theodore Kersey, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M., Friday, June 2nd, 1933.

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 2nd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

JAMES E. MC CASLIN)
VS) # 13771
FRED MARSHALL)

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.).

CECILIA O'MAHONY)
VS) # 13840
WALTER P. MORTON)

Come now again the parties, in person and by counsel, and the jury is again brought into open Court, and the parties now having agreed upon a settlement in this cause, the jury is now discharged from further consideration of this case.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

Come now the parties, by counsel, and the Court having heretofore submitted names for special judge, the defendant now strikes the name of Charles V. Sears, the plaintiff strikes the name of John W. Hornaday, and Judge Paul E. Laymon remaining, the Court now appoints Judge Paul E. Laymon special judge in said cause.

D. V. CLARK)
VS) # 13933
S. H. SURFACE, ETC.,)
ET AL.)

Comes now the plaintiff, by counsel, and the Court having examined the plaintiff's motion to strike out cross-complaint, and being duly advised now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts.

FRANK E. LINDER)
VS) # 13841
CONRAD H. RIEBE)

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

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

FRANK E. LINDER)
VS) # 13842
CONRAD H. RIEBE)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

SIMON D. BARNES,)
INA BARNES.)
VS) # 13946 Judgment on note. Judgt. vs Defts. for $248.20 and
E. C. MC DANIEL, WHOSE) Costs.
CHRISTIAN NAME IS UN-) J. D. 16, Page 122.
KNOWN, VIRGIL C. STUART.)

Come now the plaintiffs, Simon D. Barnes and Ina Barnes, by Charles McGaughey, their attorney, and it appearing to the satisfaction of the court by the summons herein, and the return of the sheriff indorsed thereon, that the defendants, E. C. McDaniel and Virgil C. Stuart, has each been served with process more than ten days before the 7th day of May, 1933, being the day endorsed on plaintiffs' complaint; also being the day fixed by the former order of this court for the return of summons thereon, which summons and the return of the sheriff thereon indorsed, are in these words and figures to-wit:

(Here Insert)

And now said defendants, each being three times loudly called in open court, come not, but each 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 allegations of plaintiffs' complaint are true, and that there is due the plaintiffs from the defendants, on the note sued upon in the complaint the sum of two hundred thirteen dollars and twenty cents ($213.20) and the further sum of thirty five dollars ($35.00) as the fee for plaintiffs' attorney, and which said sums plaintiffs are entitled to recover from said defendants, and each of them, together with the costs of this action, all without relief from valuation and appraisement laws.

The court further finds that said plaintiffs have complied with the provisions of the general Intangible Tax law of the State of Indiana in that the note sued upon in plaintiffs' complaint in that said note has been stamped with 50¢ in intangible stamps and the same have been duly cancelled.

IT IS THEREFORE CONSIDERED AND ADJUDGED by the Court that the plaintiffs have, and recover of said defendants, E. C. McDaniel and Virgil C. Stuart, and each of them, the sum of two hundred forty eight dollars and twenty cents($248.20), together with their costs and charges paid, laid out and expended, all without relief 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, June 3rd, 1933, and the 30th day of the May Term, 1933.

Saturday Morning, June 3rd, 1933.

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, June 5th, 1933, and the 31st day of the May Term, 1933.

Monday Morning, June 5th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

IDA GERMANSON)
VS) # 13707
BASCA MANUFACTURING CO.)

Comes now the defendant, by counsel, and asks permission to withdraw all pleadings, and the Court being duly advised, permission is now granted and pleadings withdrawn.

And now the said defendant files plea of nul tiel corporation, which plea of nul tiel corporation is in the words and figures following, to-wit: (H.I.).

JOSEPH P. O'MAHONY)
VS) # 13838 Judgt. vs Deft. for $1000.00 and Costs.
WALTER P. MORTON) J. D. 16, Page 122

Come now the parties, by counsel, and the defendant withdraws motion for new trial, and the Court now renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the Court that the plaintiff have and recover of and from the defendant, Walter P. Morton, the sum of $1000.00, together with the costs of this action, taxed at _____dollars and _____cents.

BRIDGET M. O'MAHONY)
VS) # 13839
WALTER P. MORTON)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

CECILIA O'MAHONY)
VS) # 13840
WALTER P. MORTON)

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

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

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. MC KINLEY, BANK COM-)
MISSIONER OF THE STATE OF INDIANA.)
VS) # 13929
CITIZENS BANK, OF AMO, INDIANA.)

Order of Court on petition to pay for tax assessment review.

Comes now The Danville Trust Company, the duly appointed, qualified and acting receiver of the Citizens Bank of Amo, Indiana, by Charles Z. Cook as Secretary of The Danville Trust Company, and files its verified petition to pay for tax assessment review, which petition is in the words and figures following, to-wit:

STATE OF INDIANA,
SS: IN THE HENDRICKS CIRCUIT COURT,
HENDRICKS COUNTY,
MAY TERM 1933.

State of Indiana On The Relation of
Richard A. McKinley, Bank Commissioner
of The State of Indiana,

Vs. No.13929.

Citizens Bank of Amo, Indiana.

Comes The Danville Trust Company, the duly appointed, qualified and acting Receiver of the defendant Bank in the foregoing entitled cause, and for its petition herein says:-

That it was appointed Receiver of said Bank on the 11th day of April, 1933; that it immediately qualified and took upon itself the administration of the trust imposed.

Petitioner further shows that said Bank is located in the town of Amo, Hendricks County, Indiana; that in the year 1932 the personal property of said Bank was assessed for taxation at $9100.oo; that on the 1st day of May, 1933 petitioner paid to the County Treasurer of Hendricks County, Indiana, the sum of $80.99, as and for the first installment of the taxes upon said property, payable in the year 1933; that immediately after making such payment this petitioner made a thorough investigation of the affairs of said Bank, and after doing so, and after fully advising itself concerning the same, it was of the opinion that the assessment so made and returned by the taxing authorities was erroneous, being too high; that thereupon it employed one C. Titus Everett to assist it in bringing the matter of said assessment before the State Board of Tax Commissioners of the State of Indiana for review, subject to the approval of the Court; that a duly verified application for such review was prepared and filed with said Board, and after a hearing had thereon, the said Board fixed the value of said property at the sum of $500.oo, and the Auditor of Hendricks County, Indiana, was ordered by said Board to issue a certificate of error to correct such assessment and to issue a refund in favor of said Bank for any taxes paid by it above the corrected assessment of $500.oo.

Petitioner further shows the Court that the rate of tax levied in the said Town of Amo, Hendricks County, Indiana, for the year 1932 was $1.78 on each One hundred Dollars, and the total amount of taxes under said erreoneous assessment was, therefore, the sum of $161.98, and that under the corrected assessment, but $8.90, making a saving of $153.08 in favor of said Bank.

In view of the valuable services rendered by the said C. Titus Everett in said matter, petitioner asks that it be authorized and empowered to pay him for such services the sum of $38.27, being a fee equal to 25 per cent of the amount saved to said Bank in said transaction.

(SEAL) The Danville Trust Co., as Receiver of
Citizens Bank, of Amo Indiana

By Chas Z Cook
Secretary

State of Indiana, Hendricks County, SS:

Be it remembered that on this 5th day of June, 1933, before me, a Notary Public in and for the County and State aforesaid, personally came Chas. Z. Cook, Secretary of The Danville Trust Company, Receiver of the Citizens Bank of Amo, Indiana, to me personally known, to be the Secretary of said Trust Company, and as such Secretary swears that the facts and statements in the foregoing petition are true in substance and in fact, so help him God.

Chas Z. Cook,
as Secretary of The Danville Trust
Co., Receiver of the Citizens Bank of Amo, Indiana.

Subscribed and sworn to before me this 5th day of June, 1933.

(SEAL) Zimri E. Dougan

My Com. expires Jan. 3, 1935.

And the Court having examined said petition and being duly advised in its premises, now allows the same and ordered paid.

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 6th, 1933.

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

PAPEC MACHINE COMPANY)
VS) # 13835
RILEY E. SMITH)

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

D. V. CLARK)
VS) # 13933
S. H. SURFACE, ETC, ET AL.)

Comes now the plaintiff, by counsel, and files motion to strike out parts of cross-complaint, which motion is in the words and figures following, to-wit: (H.I.).

THE PEOPLES STATE BANK,)
TRUSTEE.)
VS) # 13584
WILLIAM MARSHALL, ET AL.)

Come now the parties, by counsel, and the Court having examined the motion to strike out cross-complaint, heretofore filed, and being duly advised in its premises, now sustains the same, to which ruling of the Court the defendants object and except.

The defendants are now ruled to answer on or before the 12th day of June, 1933.

MARGARET MAHONEY) Order Restraining Defendant from
VS)# 13983 Selling and Disposing of Personal
JAMES MAHONEY) Property

Comes now the above named plaintiff, Margaret Mahoney, and files her complaint for a divorce from the above named defendant, James Mahoney, and with her complaint she also files her affidavit asking that the said defendant be restrained from selling and otherwise disposing of the following described personal property situated in the house in the town of Danville, Indiana, on North Cross Street, in which plaintiff and defendant have been residing, as follows, to wit:

I dining table and 4 chairs; 1 davenport and 2 chairs; 2 library tables; 1 radio; 1 Victrola; 1 half bed; 1 full bed; 1 kitchen table; 1 kitchen cabinet; 1 writing desk; 1 dresser; 2 floor lamps; 1 table lamp; dishes and silverware; cooking utensils; 1 coal oil range; bedding and bedcoverings; curtains and draperies; 2 large rugs; 3 small rugs; heating stove; wall pictures; 1 clock & shelf; 1 lot of canned fruit,

which affidavit is in the following words and figures, to wit: (H.I.)

And the court, having examined said affidavit and being fully advised and informed in the premises, does now find that the prayer contained in said affidavit should be granted, and that a restraining order should be issued restraining the defendant from selling or otherwise disposing of the above mentioned personal property during the pendency

of the above entitled action for divorce.

It is therefore ordered and considered by the court that said defendant, James Mahoney, be, and he is hereby restrained from selling or otherwise disposing of any article of personal property above mentioned until the further order of this court.

It is further ordered that a certified copy of this order be placed in the hands of the sheriff of Hendricks County, Indiana, and that he be, and he is, hereby directed to serve the same forthwith upon the defendant and that he leave a copy of such order with said defendant and that he make due return thereof.

Done and ordered in open court this 6 day of June, 1933.

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. J. Stevenson, Judge.

Wednesday Morning, June 7th, 1933.

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

PLAZA SQUARE REALTY COMPANY)
VS) # 13636
NEW AMSTERDAM CASUALTY COMPANY)

Comes now the defendant, in the above entitled cause, and presents to the court its bill of exceptions containing the evidence and rulings relating thereto made in the course of a trial, which bill of exceptions is now examined in open court and signed by the Judge and filed as a part of the record herein and which bill of exceptions is in the words and figures as follows, to-wit: (H.I. original bill of exceptions containing evidence.)

CYRUS O'HAIR)
VS.)
SECURITY TRUST COMPANY)
IRVING LEMAUX, ET AL.)

Come now the defendants, Security Trust Company, and Irving Lemaux, by counsel, this 7th day of June, 1933, and present their Bill of Exceptions containing the long hand transcript of the reporter's notes of all the evidence given in this cause on the trial thereof, the rulings of the Court and the exceptions of counsel therein and thereto, said Bill of Exception being presented for filing after the same had first been duly submitted by said Security Trust Company and Irving Lemaux to be examined, settled, approved and signed by the Judge of this Court, which Bill of Exception, after being so examined, approved, settled and signed by the Judge of this court, is caused by him to be and is now filed herein, as a part of the record of this cause and is in the words and figures following:

DOROTHY LOVELL)
VS) # 13828 ORDER OF DIVORCE Judgt. vs Deft. for $35.00 Atty. Fees, $3.00 per week and costs. J. D. 16, Page 122.
GARNIE LOVELL)

Comes now the plaintiff and it appearing to the court by summons herein and return of sheriff endorsed thereon, which summons and return are in words and figures following: (here insert), that the defendant has been duly served with process more than ten days before the first day of the present term of this court by indorsement on his complaint, for the defendant to appear and answer said complaint, this cause is submitted to the court for hearing and trial.

And the court having heard the 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 grounds alleged in her complaint; that she is a proper and suitable person to have care and custody, of the child named in the complaint; that she is entitled to an allowance of three dollars ($3.00) per week for maintenance and support of said child and the plaintiff is entitled of recover of the defendant her costs and charges herein layed out and expended.

It is, therefore, considered and adjudged by the court that bonds of matrimony existing between plaintiff and defendant be disolved and the plaintiff be granted a divorce.

That the plaintiff have care and custody of their child, Betty Jean Lovell until further order of this court, and the defendant be and he is hereby ordered to pay to the clerk of this court for maintenance and support of said child the sum of three dollars ($3.00) per week commencing on the 10th day of June 1933, said sums to be paid by the clerk to the plaintiff herein.

That the plaintiff recover of the defendant her costs and charge on this cause layed out and expended including an attorney fee in the sum of thirty-five dollars ($35.00).

LOUISVILLE JOINT STOCK LAND BANK)
VS) # 13945 Judgt. vs Defts., Alvia C. Plunkett and Goldie B. Plunkett for $7366.62 and Costs. J. D. 16, Page 122.
ALVIA C. PLUNKETT)
GOLDIE B. PLUNKETT)
FRANK E. FURST)
FRED G. THOMAS)

Comes now the plaintiff, Louisville Joint Stock Land Bank, by Otis E. Gulley, its attorney, and also comes the defendants, Alvia C. Plunkett and Goldie B. Plunkett, in person, and by Hume & Gaston, their attorneys, and also comes Frank E. Furst and Fred G. Thomas, in person and by Edgar M. Blessing, their attorney, and all said defendants file answer herein which answers are in words and figures following to-wit: (H.I.) and now said cause being at issue by agreement of parties, 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 in the premises, finds for the plaintiff and that the allegations of its complaint are true, and that the prayer and relief asked for in said complaint should be granted, and that the mortgage sued on and set out in said complaint should be foreclosed.

The court further finds that on the 25th day of June, 1925, the defendant Alvia C. Plunkett and Goldie B. Plunkett his wife, for value received, executed and delivered to plaintiff their promissory note for the sum of $6800.00, by which they promised and agreed to pay to said plaintiff in sixty-five semi-annual payments of $238.00 each on the first days of June and December each year, and final payment of $198.49 on the first day of December, 1958, together with a reasonable attorney fees in the event there was any default in the payment of said note; that said note was negotiable and payable at the Louisville Joint Stock Land Bank in the City of Louisville, Kentucky, without relief from valuation or appraisment laws.

The court further finds that on said 25th day of June, 1925, said defendants Alvia C. Plunkett and Goldie B. Plunkett executed to this plaintiff, for the purpose of securing the payment of said note, a certain mortgage upon the following described real estate situated in Hendricks County, State of Indiana,

> Apart of the west half of the northeast quarter of Section 15, Township 16 north of Range 2 west and bounded as follows, to-wit: Beginning on the east line of said half quarter at a point 40 rods south of the northeast corner thereof, and running thence south on said east line 120 rods and to the southeast corner of said half quarter; thence west on the south line of said half quarter 80 rods to the southwest corner thereof; thence north on the west line of said half quarter 120 rods; thence east 80 rods to the place of beginning, estimated to contain 60 acres more or less,

Ten acres off of the west side of the west half of the northwest quarter of the northwest quarter of Section 14, Township 16 north of Range 2 west,

Also the northeast quarter of the northeast quarter of Section 15, Township 16 north of Range 2 west, containing 40 acres, more or less, and estimated to contain, in the two tracts above described 50 acres, more or less,

and that said defendants, by the terms of said mortgage, expressly agreed to pay the sum of money secured by said mortgage, without any relief from valuation or appraisment laws; that said mortgage was duly filed for record on the first day of July, 1925, at 10:50 o'clock A. M. and recorded in mortgage record 82 on pages 329 - 330 and 331 in the records of the Recorder's Office of Hendricks County, Indiana,

The court further finds that by the terms of said note and mortgage, payments were to be made thereon on the amortization plan in semi-annual payments, as specifically set out in said note, and if any part of said note was not paid as provided for therein, the said payments in default should bear simple interest at the rate of 8% per annum; that at the time of filing this suit said defendants, Alvia C. Plunkett and Goldia B. Plunkett, were in default in the payment of more than one of said semi-annual amounts.

The court further finds that plaintiff has expended the sum of $5.00 for the continuation of the abstract to said real estate, and by the terms of said mortgage, plaintiff is entitled to recover said amount with 8% interest thereon from January 10th, 1933.

The court further finds that said note and mortgage dued on herein provides for the payment by said defendants Alvia C. Plunkett and Goldie B. Plunkett, a reasonable attorneys fee to plaintiff upon the foreclosure of this mortgage, and that said plaintiff's are entitled to recover from said defendants the sum of $350.54 dollars, as attorney fees.

The court further finds that the defendants, Frank E. Furst and Fred G. Thomas have and hold a judgment on said real estate in the sum of $1811.06, together with interest thereon from February 15, 1927, said judgment being shown on Judgment Docket 14. page 267, in the records of the Clerk's Office, of Hendricks County, State of Indiana.

And the court further finds that said judgment is subsequent and junior lien to the lien of plaintiff's mortgage upon said real estate, and that said mortgage should be foreclosed, and that said real estate described therein should be sold to satisfy the debt of said note, and that said real estate should be sold free and discharged of said judgment lien held by said defendants, Frank E. Furst and Fred G. Thomas.

The court further finds that there is now due and oweing plaintiff, as principal on said note, the sum of $6317.47, and that the interest due thereon is $693.46; that the amount due for abstractor's fee is $5.15, and that plaintiff is entitled to recover attorney fees, as provided by said note and mortgage in the sum of $350.54 and that the total amount that is due on said note and mortgage is $7366.62, and that plaintiff is entitled to have said mortgage foreclosed.

It is therefore ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendants, Alvia C. Plunkett and Goldie B. Plunkett the sum of $7366.62 together with the cost of this action and all accrueing cost without any relief from valuation or appraisment laws.

It is further considered, adjudged and decreed by the court that the equity of redemption of all of said defendants and of all persons claiming by, under,

or through them, or either of them, in and to the real estate described in plaintiff's complaint, said real estate being situated in Hendricks County, State of Indiana, as described as follows, to-wit:

A part of the west half of the northeast quarter of Section 15, Township 16 north of Range 2 west and bounded as follows, to-wit:- Beginning on the east line of said half quarter at a point 40 rods south of the north east corner thereof and running thence south on said east line 120 rods and to the southeast corner of said half quarter; thence west on the south line of said half quarter 80 rods to the southwest corner thereof; thence north on the west line of said half quarter 120 rods; thence east 80 rods to the place of beginning, estimated to contain 60 acres, more or less.

Ten acres off of the west side of the west half of the northwest quarter of the northwest quarter of Section 14, Township 16, north of Range 2 west,

Also the northeast quarter of the northeast quarter of Section 15, Township 16 north of Range 2 west, containing 40 acres, more or less, and estimated to contain in the two tracts above described 50 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 each and all of said defendants, and of all persons claiming by, from, under or through them, or either of them, in or to said real estate, 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 from valuation or appraisment laws.

It is further ordered adjudged and decreed by the court that the proceeds arising from said sale should 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 note and mortgage sued upon herein, the same being the amount of the judgment herein rendered together with the cost of this action and the interest on said judgment from this date, and all accruing costs hereafter made.

Third-- If there is any sum remaining over and above the amount due plaintiff as hereinfound, and ordered paid to it, then the Sheriff shall pay to the Clerk of this court for the use of the parties lawfully entitled and authorized to receive the same, and in the event that said mortgage premises shall fail to sell for a sum sufficent to satisfy the cost of this action and the judgment and interest thereon, together with the accruing costs herein the residue thereof remaining unpaid shall be levied of the goods and chattels and the land and tenament of the said defendants Alvia C. Plunkett and Goldie B. Plunkett that may be subject to execution, and the sale of said goods shall be made without any relief from valuation or appraisement laws.

It is further ordered adjudged and decreed by the Court that if said real estate is not redeemed by said defendants that any of said defendants occupying said real estate at the time or any one occupying the same by or through any of said defendants, shall, upon the execution and delivery of a deed by the Sheriff of Hendricks County to the purchaser of said real estate, be dispossessed by said Sheriff by removing said parties therefrom and the possession of said real estate shall be delivered to the party lawfully entitled thereto.

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 8th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

W. H. ELBING & W. F. NAHLIK,)
DOING BUSINESS AS ELBRING)
NAHLIK LUMBER COMPANY.)
VS) # 13960
OTIS KIRTLEY.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before June 15th, 1933.

THE LADOGO BUILDING LOAN)
FUND AND SAVINGS ASS'N.)
VS) # 13979
CHARLES W. FRAZEE, 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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

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 9th, 1933.

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

GILBERT W. BUTLER, TRUSTEE, ETC.)
VS) # 13938
ANNA B. ABBOTT)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

JAMES E. McCASLIN)
VS) # 13771
FRED MARSHALL)

Come now the parties, by counsel, and the Court having examined the defendant's motion for change of venue from the county, heretofore filed, and being duly advised, now sustains the same, and by agreement of said parties, this cause is now sent on change of venue to Marion County, Indiana, and the defendant is given five days in which to pay the costs and perfect the change.

CHARLES BARKER)
VS) # 13795 Judgt. vs Deft. for $50.00 and Costs.
HUGH DARGITTS) J. D. 16, Page 123.

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.). And comes also the defendant, by counsel, and files reply to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.). 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 having heard all of the evidence in this cause, and being duly advised, now finds for the plaintiff, and that there is due the plaintiff from the defendant as damages the sum of $50.00, and that the plaintiff is entitled to a judgment against the defendant, Hugh Dargitts, for said sum, 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, Hugh Dargitts, the sum of $50.00, together with the costs of this action, taxed at _____dollars and _____ cents.

PUBLISHERS AUTOCASTER SERVICE COMPANY)
VS) 13909 Judgt. vs Deft. for $218.25 and Costs.
G. G. CAMPBELL, WHOSE CHRISTIAN NAME) J. D. 16, Page 123.
IS UNKNOWN.)

Comes now the plaintiff by Chas. V. Sears, its attorney, and comes also the defendant, George G. Campbell, by his attorneys, Hume & Gaston, and it is agreed in open court that judgment may be rendered herein for plaintiff for $26.75 on the note sued upon in the first paragraph of plaintiff's complaint, $23.18 of

said sum being principal and interest and the sum of $3.57 being attorney's fees for the services of plaintiff's attorney; and it is agreed in open court that judgment be rendered on the second paragraph of plaintiff's complaint for the plaintiff for $191.50 on the account sued upon in said paragraph of complaint.

And the court now renders judgment on said agreement accordingly.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from said defendant, George G. Campbell, said sum of $26.75 without relief from valuation or appraisement laws, and the sum of $191.50, a total sum of $218.25, together with its costs of suit.

STATE OF INDIANA)
VS) # 7348 Judgt. vs Deft. for $5.00 per month.
WILLIAM ROY GORE) J. D. 16, Page 123.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in person and by counsel, and by agreement of all parties in open Court the custody of the above named William A. Gore, minor child, age seven years, is now given to Zylphy Wilson, grandmother of the said minor child until further order of the Court.

The defendant, William Roy Gore, is hereby ordered to contribute to the support of said child the sum of $5.00 per month, to be payable directly to Mrs. Wilson on the 1st day of each and every calendar month beginning on the 1st day of July, 1933, and continuing until further order of the Court.

And now the defendant, William Roy Gore, is released from further custody.

BOYD M. RALSTON, Receiver of)
Farmers Trust Company, of) Judgt. vs Defts., Jay S. Miller and Elizabeth
Indianapolis, Indiana,) V. Miller, for $6300.35 and Costs.
Plaintiff,) J. D. 16, Page 123.
VS) # 13611. FORECLOSURE DECREE.
JAY S. MILLER, ET AL.)
Defendents.)

Comes now Boyd M. Ralston, Receiver of the Farmers Trust Company and the plaintiff in the above entitled cause, by Edgar M. Blessing, of Danville, Indiana, and Charles W. Richards and H. Nathan Swain, of Indianapolis, Indiana, his attorneys; and come also the defendants J. Albert Miles Thomas and _____Thomas his wife, and Emma Miles Thomas by George A. Hufmann, their attorney, and the defendants J. Albert Miles Thomas and _____ Thomas his wife, now file their answer to the plaintiff's complaint, which answer is in the words and figures following, (H.I.).

And the said Emma Miles Thomas now files her answer to the complaint in two paragraphs, which answer is in the words and figures following, (H.I.).

And said plaintiff now dismisses this action as against the defendants J. Harry Thomas, Hugh M. Gerow and Miriam McKee Gerow, and it now appearing to the Court by the summons issued in this cause to Jay S. Miller and Elizabeth V. Miller, and the return of the Sheriff endorsed thereon, which summons and the return of the Sheriff thereon are in the words and figures following, (H.I.) that the said Jay S. Miller and Elizabeth V. Miller have each been duly served with summons in this cause more

than ten days prior to the return day fixed by the plaintiff on his complaint herein, and the said Jay S. Miller and Elizabeth V. Miller having failed to appear and answer or demur to plaintiff's complaint herein, they are now each three times loudly called in open court and come not, and herein wholly make default.

And this cause now being at issue upon plaintiff's complaint and upon the said answers filed by the defendants J. Albert Miles Thomas and_____Thomas his wife, and Emma Miles Thomas, and the default of Jay S. Miller and Elizabeth V. Miller his wife, this cause is now submitted to the Court for trial, finding, judgment and decree upon the issues so joined, without the intervention of a jury.

And the Court having heard the evidence and the statements of counsel, and being sufficiently advised in the premises, now finds that it has jurisdiction of the subject matter and of all the parties to this action; and upon the evidence so adduced the Court further finds for the plaintiff Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, as against the defendants and each of them, that the allegations of plaintiff's said complaint are true, and that there is due and owing to said plaintiff herein from the defendants Jay S. Miller and Elizabeth V. Miller his wife and from each of them, upon the promissory note and mortgage sued upon in this action and exhibited with plaintiff's complaint herein, the total sum of $5,912.51 principal and interest to the date of this decree; also the further sum of $73.07 on account of principal and accrued interest thereon for taxes paid by plaintiff upon the mortgaged real estate described in said mortgage; and the further sum of $37.27 on account of premium paid by plaintiff for insurance upon the improvements upon the mortgaged real estate described in plaintiff's complaint, and interest thereon to the date of this decree; and the further sum of $27.50 paid by plaintiff to have an abstract of title continued to date on the mortgaged real estate described in plaintiff's complaint, and the further sum of $250.00 on account of attorneys' fees for plaintiff's attorneys; in all the total sum of $6,300.35, including principal and accrued interest to the date of this judgment and decree on all of said items; and all of which, together with interest thereon at the rate of eight per cent per annum from the date of this decree until paid, and the costs and accruing costs of this action, said plaintiff is etntitled to have and recover of and from the said defendants Jay S. Miller and Elizabeth V. Miller and from each of them, without relief from valuation and appraisement laws.

And the Court further finds that the payment of all of said sums is secured by the mortgage sued upon by the plaintiff in this action and exhibited with plaintiff's complaint herein and covering the real estate therein described, being the same real estate hereinafter in this decree described, and that said mortgage is a valid and subsisting first lien upon said real estate for the payment of all said sums senior to all of the right, title, interest, liens and claims of the defendants and each of them, and of all persons claiming from, through or under them or either of them in, to and upon said described real estate; and that said plaintiff is entitled to have his said mortgage foreclosed as against each and all of said defendants, and to have said real estate ordered sold without relief from valuation or appraisement laws; and the Court further finds that in and by the terms of said mortgage the mortgagors therein and thereby expressly promised and agreed to pay the aforesaid sums of money thereby secured, all without relief from valuation or appraisement laws.

IN CONSIDERATION WHEREOF it is now ordered, adjudged and decreed by the Court that the plaintiff Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, have and recover of and from the defendants Jay S. Miller and Elizabeth

V. Miller, and of and from each of them, the sum of $6,300.35, together with interest thereon at the rate of eight per cent per annum from the date of this judgment until paid, and together also with his costs and accruing costs in this action, all of the same to be so had and recovered by the plaintiff of and from said defendants without relief from valuor appraisement laws of the State of Indiana.

And it is further ordered, adjudged and decreed by the Court that the equity of redemption of the defendants Jay S. Miller and Elizabeth V. Miller, J. Albert Miles Thomas and _____Thomas his wife, and Emma Miles Thomas, and of each of them and of all persons claiming from, under or through them or either of them in and to the real estate described in plaintiff's complaint herein and in the said mortgage of plaintiff therein sued upon, and exhibited therewith, and being the following described real estate located in Hendricks County in the State of Indiana, to-wit:

> Part of Section one (1), Township fourteen (14) North, Range one (1) West described as follows: Beginning at a point on the center line of said Section, 79 rods west of the center of said Section, running thence east on said half section line 132 feet, thence south 562 feet, more or less, to the National or Cumberland Road, thence southwest along the north line of said Road 286 feet, thence north 720 feet, more or less, to the point of beginning, containing two (2) acres more or less,

be and the same is hereby forever barred and foreclosed, and that said described real estate and all the rights, title, interests and claims of said defendants and of each of them, and of all persons claiming from, under or through them or either of them in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of said County of Hendricks and State of Indiana, as other lands are sold on execution, the said sale to be so made without any relief whatever from valuation or appraisement laws of the State of Indiana; and the proceeds arising from such sale said Sheriff is ordered and directed to apply in the manner and order following, to-wit:

1st: To the payment of all costs accrued in this cause and the costs of said sale.

2nd: To the payment of the amounts found due the plaintiff herein, Boyd M. Ralston, Receiver of the Farmers Trust Company, of Indianapolis, Indiana, being the amount of the judgment herein before rendered in favor of said plaintiff herein, together with interest thereon at the rate of eight per cent per annum from this date.

3rd: The over-plus, if any there be, remain after payment of the foregoing amounts, to be paid by the said Sheriff to the Clerk of this Court for the use of the party or parties lawfully authorized to receive the same.

And it is further ordered, adjudged and decreed by the Court that in the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy in full, the said judgment, interest and costs so rendered in favor of the judgment plaintiff, Boyd M. Ralston, Receiver of the Farmers Trust Company, of Indianapolis, Indiana, then the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of said defendants Jay S. Miller and Elizabeth V. Miller his wife, and of each of them, subject to execution, and that sale thereof shall be so made without any relief whatever 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 of the Clerk and seal of this Court, shall be sufficient authority to the said Sheriff of said Hendricks County, to execute the same.

It is further ordered, adjudged and decreed by the Court that upon the expiration of the statutory period of redemption and the execution by the Sheriff of a deed of conveyance to said mortgaged premises so sold and not redeemed to the person or

persons, firm or corporation entitled thereto, the defendants to this suit and any one claiming under or through them or any of either of them then in possession of said real estate or any part thereof shall, upon demand and the exhibition of said deed or a certified copy thereof, forthwith surrender to the holder of such deed the full and peaceable possession of said real estate; and in the event such person or persons in possession of said real estate, or any or either of them, shall fail or refuse to surrender possession thereof, as aforesaid, then upon motion of the one entitled to such possession, as aforesaid, an order shall be entered in this cause directing a writ of assistance to be issued to said Sheriff demanding that he remove such person or persons and all their property and effects from said real estate, and that he put the holder of such Sheriff's Deed in to the full and quiet possession of said real estate; and jurisdiction is hereby reserved by this Court for the purpose of making and enforcing any such order or writ.

All of which is this day found, ordered, adjudged and decreed by the 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, June 10th, 1933.

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

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

Comes now the said Judge Paul E. Laymon, heretofore appointed special judge of this cause, and now accepts said appointment and assumes jurisdiction of said cause.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer the complaint on or before the 22nd day of June, 1933.

Paul E. Laymon

Paul E. Laymon, Special Judge.

CITIZENS BUILDING LOAN)
FUND AND SAVINGS ASSOCIA-)
TION OF DANVILLE INDIANA.)
VS) # 13969 Decree Foreclosure of Mortgage,
CHESTER E. NEWBY,) Judge vs Chester E. Newby, Inez
INEZ NEWBY,) Newby for $1327.00 and costs.
GLENN T. DURHAM AND) J. D. 16 Page 124.
WALTER C. SHELTON, DOING)
BUSINESS UNDER THE FIRM)
NAME AND STYLE OF DURHAM)
AND SHELTON.)

Comes now the Plaintiff by Counsel and it appearing to the Court by the summons herein and the endorsement of the Sheriff thereon, that said Defendants Chester E. Newby, Inez Newby, Glenn T. Durham and Walter C. Shelton, were each personaly served with notice of the filing and pendency of this action more than 10 days before June 3rd, 1933 the date fixed by Plaintiff in their complaint for the return day which summons together with the endorsement of the Sheriff thereon is in words and figures as follows, to-wit: (H.I.)

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

And the Court having heard the evidence and being duly advised finds for Plaintiff and that the allegations of Plaintiffs Complaint are true and that there is due Plaintiff on the Note sued upon in Plaintiffs complaint, from Defendants Chester E. Newby and Inez Newby, together with advancements made thereon as provided for in

said mortgage the sum of $1204.61, which sum represents the principal amount of the note of $1000.00, together with insurance advanced of $30.34; taxes advanced in the sum of $159.27; and the further sum of $15 as abstract fees for abstract necessary in this case. That defendants Chester E. Newby and Inez Newby are entitled to a credit on said note in the sum of $110.12 leaving a balance due on said principal note together with advancements the sum of $1094.49.

The Court further finds that the delinquent interest on said note to date together with advancements thereon as above set forth is in the sum of $111.88, making the total amount due on said note the sum of $1206.37.

The Court further finds that $120.63 is a reasonable fee for the services of Plaintiffs Attorney and all of such sums Plaintiff is to have and recover of and from Defendants Chester E. Newby and Inez Newby.

The Court further finds that the notes sued upon in Plaintiffs Complaint are securee by a mortgage executed by said Defendants Chester E. Newby and Inez Newby, which mortgage is of record in the office of the Recorder in said County and State in Mortgage Record 90 at page 233-4.

The Court further finds that Plaintiff is entitled to have said mortgage foreclosed and that the real estate therein described sold in order to satisfy the claim of this Plaintiff.

The Court further finds that defendants Glenn T. Durham and Walter C. Shelton are tenants of the property covered by said mortgage and that their interest therein as tenants will remain the same and shall not be affected by this foreclosure proceeding during the pendency of this suit and the year of redemption.

The Court further finds for the Plaintiff upon its complaint that it is entitled to have a receiver appointed to take charge of the Real Estate involved in this proceeding during the further pendency of this action and during the year of redemption.

It is therefore considered and adjudged by the Court that the Plaintiff have and recover of and from the defendants Chester E. Newby and Inez Newby the sum of $1327.00 together with interest thereon from this date and costs all without relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the Court that the equity of redemption of defendants Chester E. Newby and Inez Newby and all persons claim-from under or through them in and to the real estate described in the complaint situated in the County of Hendricks State of Indiana and described as follows:

The West half of Lot Seven (7) and Eight (8) in Block Two (2) in the original town of North Salem, Indiana,

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 all persons claiming from 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 made without any relief from valuation of appraisement laws.

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

FIRST - to the payment of all costs and accruing costs herein.

SECOND - to the payment of the amount due Plaintiff on the claim sued upon herein, being the amount of the judgment hereinbefore rendered together with interest thereon from this date;

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 mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest, costs, and accruing costs and residue thereof remaining unpaid shall be levied upon the goods and chattels and land of said Defendant Chester E. Newby and Inez Newby subject to execution, and sale thereof shall be made without any relief whatever from valuation and appraisement laws.

It is further considered and adjudged by the Court that a receiver be appointed to take charge of and care for the real estate described in the complaint, collect the rents, issues, and profits thereof during the further pendency of this action and during the year of redemption, and hold such rents and profits subject to the order of the Court and the Court fixes the bond of such receiver at $_____.

And now the Court, being advised appoints Daniel F. Roberts as such receiver and now comes the said Daniel F. Roberts accepts said appointment and tenders his Receivers' Bond as ordered, which bond the Court approves, endorsing his approval thereon. And now the Said Daniel F. Roberts takes and subscribes an oath for the faithful discharge of his duties as such receiver. Said Bond, with the Courts approval endorsed thereon and the oath taken and subscribed by the said receiver, are as follows, to-wit: (Here insert).

And now the said receiver is ordered to take upon himself the administration of his trust under this appointment.

And further proceedings herein are continued.

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 12th, 1933.

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

STATE OF INDIANA)
VS) # 13776
ARCHIBALD A. FIGG, ET AL.)

Comes now the State of Indiana, by counsel, and withdraws its exceptions to report of viewers.

MIDLAND ACCEPTANCE CORP.)
OF INDIANA)
VS) # 13953
CECIL HELTON)

Comes now the defendant, by counsel, and the Court having examined the defendant's demurrer to complaint, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant excepts.

And now the defendant files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7384
WILLIAM DALE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, William Dale, in his own proper person, who being duly arraigned in open Court says that he is not guilty. And the Court fixes his bond at $500.00.

WILLIAM C. MURPHY, ET AL.)
VS) # 13670
MADISON AVENUE STATE BANK,)
EXECUTOR OF CHARLES D.)
ZELLER, ESTATE., ET AL.)

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

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

LUTHER SYMONS, BANKING COMMISSIONER)
VS) E N T R Y
CLAYTON BANK & TRUST COMPANY)

Comes now C. E. Kelley, receiver for the Clayton Bank & Trust Company of Clayton, Indiana, and files his petition herein for the approval and confirmation of certain acts of this receiver in reference to the exchange of property and for authority to assign a certain note to the Reconstruction Finance Corporation of the United States, which petition is in the words and figures as follows, to-wit: (H.I.)

And the court being duly advised in the premises does now approve and confirm all of the acts of the said receiver hereinbefore mentioned and hereby authorizes said receiver to assign a $400.00 note executed by William M. Lyon to the Reconstruction Finance Corporation of the United States.

All of which is hereby ordered, adjudged and decreed.

METROPOLITAN LIFE INSURANCE)
COMPANY, A CORPORATION.)
VS) D E C R E E
JOHN J. DUGAN, LEONIDAS H. LEWIS,) Judgt. vs Deft., John J. Dugan for $7971.62
ROSE LEWIS, HIS WIFE, THE STATE) and Costs.
SAVINGS AND TRUST COMPANY.) J. D. 16, Page 124.

Comes now the plaintiff, by Edgar M. Blessing and Jones, Hammond & Buschmann, its attorneys, and comes also the defendant, The State Savings and Trust Company, by Homer Elliott, duly qualified and acting receiver under the appointment of the Circuit Court of Marion County, Indiana, and voluntarily appears herein and files its answer in disclaimer as follows: (Insert).

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: (H.I.), that the defendant John J. Dugan has been duly notified of the pendency of this action by 3 successive publications in The Republican, a weekly newspaper of general circulation printed and published in Danville, Indiana, the last of which publications was made more than 30 days before the 10th day of March, 1933, the same being the 5th Judicial day of the March Term, 1933, of the Hendricks Circuit Court and being the return day indorsed on plaintiff's complaint herein, and it further appearing to the satisfaction of the court by the return of the Sheriff of Marion County, Indiana issued in this cause, which summons and return of said sheriff indorsed thereon are as follows: (Insert), that the defendants, Leonidas H. Lewis and Rose Lewis, his wife, have been duly served with process more than ten days before the first day of the present term of this court, and said defendants, John J. Dugan, Leonidas H. Lewis and Rose Lewis, his wife, failing to appear, are now three times loudly called in open court, but come now and herein wholly make default.

And this cause, on motion of the plaintiff, is now submitted to the court for trial, finding and decree upon the default of the defendants, John J. Dugan, Leonidas H. Lewis and Rose Lewis, his wife, and upon the answer of The State Savings and Trust Company.

And the court having heard the evidence and being fully advised in the premises, finds for the plaintiff, that the allegations of its complaint are trust; that there is due the plaintiff from the defendant, John J. Dugan, on the note sued on the sum of $7456.40, principal and interest, the sum of $165.22 for taxes on said property paid by plaintiff, including interest, and the further sum of $350.00 as a reasonable fee for plaintiff's attorneys, making in all the sum of $7971.62, wityout relief from valuation or 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 2nd day of March, 1923 and was duly assigned of record to the plaintiff, and that the plaintiff, being the owner and holder thereof, is entitled to have said mortgage foreclosed as against the defendants, John J. Dugan, Leonidas H. Lewis and Rose Lewis, his wife; and that the de-

fendant, The State Savings and Trust Company, has no further interest in said mortgage or in the real estate described therein.

IT IS, THEREFORE, CONSIDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of and from the sale of real estate hereinafter described, the sum of $7971.62, and also its costs and charges in this cause laid out and expended, without relief from valuation or appraisement laws, the judgment to bear interest at the rate of 8% per annum from the rendition thereof until paid.

IT IS FURTHER CONSIDERED, ADJUDGED AND DECREED by the court that the equity of redemption of the defendants, John J. Dugan, Leonidas H. Lewis and Rose Lewis, his wife, and of 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:

A part of the Northeast Quarter and a part of the Southeast Quarter of Section Ten (10), Township Sixteen (16) North, Range One (1) East, described as follows: Beginning at a point at the center of the West line of the Northeast Quarter of Section Ten (10), Township Sixteen (16) North, Range One (1) East, thence East twenty-five (25) links, thence North Seven (7) chains, Ninety-one (91) links to the center of the Crawfordsville State Road, thence South Fifty-six (56) degrees and thirty-five (35) minutes East along the Crawfordsville State Road, twenty-three (23) chains and Seventy-two (72) links to a point where said State Road crosses the line between the Southwest Quarter and the Southeast Quarter of the Northeast Quarter of said Section Ten (10), Township Sixteen (16) North, Range One (1) East, thence South Thirty-four (34) chains and Sixteen (16) links, thence West twenty (20) chains, thence North Thirty-eight (38) chains and Seventy-four (74) links to the place of beginning, containing Eight (80) acres, more or less.

Also part of the West Half of the Northeast Quarter of Section Ten (10), Township Sixteen (16) North, Range One (1) East, described and bounded as follows, to-wit: Commencing at the center of said quarter and running thence North Eighty and one-half (80½) rods to the North line of said quarter section, thence West Eighty and one-third (80-1/3) rods to the Northwest corner of said West Half, thence South Fifty (50) rods to the Crawfordsville State Road, thence Southeasterly on and along the center line of said state road to a point where it intersects the East line of said West Half, thence North Twenty-one (21) rods to the point of beginning, excepting the following conveyances previously made and entered of record to Samuel McDaniels, Fielding Huddleston and William J. Nash, trustees of the McDaniels Cemetery and to the Consolidated Traction Company, as follows, to-wit: Commencing at the center of the aforesaid Northeast Quarter of said Section Ten (10) and running North one and one-fourth (1¼) rods, thence North Sixty-eight (68) degrees West three and twenty-nine thirty-thirds (3-29/33) rods, thence South Twenty-two and one-fourth (22¼) rods to the Crawfordsville State Road, thence South Sixty-eight (68) degrees East to the East line of said West Half, thence North Twenty-one (21) rods to the place of beginning, and estimated to contain Eighty and ten-eleventhS (80-10/11) square rods. Also excepting that part of the Northwest Quarter of the Northeast Quarter of said Section Ten (10), Township Sixteen (16) North, Range One (1) East, that lies North of the right-of-way of the Peoria and Eastern Railway, now a division of the New York Central lines of Railway, previously conveyed to the Consolidated Traction Company, which tract is estimated to contain One (1) acre, more or less, and leaving after said exceptions, Thirty-six and one-half (36½) acres, more or less,

Containing in all after said exceptions One Hundred Sixteen and one-half (116½) 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 the defendants, John J. Dugan, Leonidas H. Lewis and Rose Lewis, his wife, and of all person 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 county as lands are sold on execution, such sale to be made without any relief whatever from valuation or appraisement laws; and the proceeds arising from the sale the sheriff is ordered and directed to apply in the following manner:

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

Second: To the payment of the amount found due the plaintiff herein, together with interest from this date at the rate of 8% per annum.

Third: The overplus, if any, remaining after the payment of the foregoing amounts, interest and costs to be paid by the sheriff to the clerk of this court for the use of the party or parties lawfully entitled to the same.

And it further appearing to the satisfaction of the court that the mortgaged premises are not of sufficient value fully to pay and satisfy the mortgage debt, and that said mortgaged premises are not occupied by the mortgagors, and not sued by them as a residence, it is, therefore, hereby ordered and decreed that Claude Gladden be and he is hereby appointed a receiver herein to collect, receive and hold until further order of the court all the rents and profits now due and unpaid and all the rents and profits of said mortgaged premises during the year of redemption, and account for the same under the order of this court. And said receiver is required to furnish bond to the approval of the court in the sum of

And comes now Claude Gladden whom the court now appoints receiver herein, and files his bond in the sum of Five hundred with _____ as surety thereon, which bond is now approved by the court and said receiver is sworn faithfully to discharge his duties and obey the orders of the court and render due account of his proceedings herein.

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

C. J. Stevenson, Judge.

Tuesday Morning, June 13th, 1933.

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

THE PEOPLE'S STATE BANK,)
TRUSTEE)
VS) # 13912
CARLETON B. MC CULLAUGH.)

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

CYRUS O'HAIR)
VS.) # 13768
SECURITY TRUST COMPANY,)
IRVING LEMAUX, ET AL.)

Comes now the defendants, Security Trust Company and Irving Lemaux, and files their separate and several praecipe for a complete transcript on appeal, which praecipe is as follows:

STATE OF INDIANA)
HENDRICKS COUNTY) SS

IN THE HENDRICKS CIRCUIT COURT
NO 13768

CYRUS O'HAIR)
v.)
SECURITY TRUST COMPANY,)
IRVING LEMAUX, ET AL)

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT:

You are hereby requested and directed to prepare and duly certify and seal a transcript of the above record for appeal to the Appellate Court of the State of Indiana in this cause numbered 13768 in the Circuit Court of Hendricks County, Indiana, entitled Cyrus O'Hair v. Security Trust Company, Irving Lemaux, Alex A. Case and Bascom O'Hair, in which a final judgment was on the 3rd day of February, 1933, rendered, and include therein the following:-

A complete transcript of the entire record.

You are further hereby requested and directed to incorporate in said transcript, without copying, the original Bill of Exceptions containing the evidence given in said cause.

Dated June 13, 1933.

SECURITY TRUST COMPANY,
IRVING LEMAUX
BY: CHARLES O. ROEMLER,
HARRY O. CHAMBERLIN,
HARRY F. RUST,
Their Attorneys.

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 14th, 1933.

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

LESTER DOWDELL, ADMINISTRATOR OF)
THE ESTATE OF MINNIE DOWDELL,)
DECEASED,)
PLAINTIFF.)
VS.)# 13646 ENTRY. Judgt. vs Deft. for $950.00 and Costs.
INDIANA RAILROAD COMPANY,) J. D. 16, Page 124.
DEFENDANT.)

Comes now the plaintiff in the above entitled cause, by Henry J. Richardson, Jr. and Otis Gulley, his attorneys, and comes now the defendant in the above entitled cause, by Kane, Blain & Hollowell, its attorneys, and this cause being at issue, it is now by agreement of parties submitted to the Court for trial, finding and judgment without the intervention of a jury.

And the Court having heard the evidence and being fully advised in the premises does now find for the plaintiff that the allegations of his complaint are true, as therein alleged, and the plaintiff is entitled to recover from the defendant as and for his damages in the above entitled cause, the sum of Nine Hundred Fifty Dollars ($950.00) and costs of suit.

It is Therefore, Adjudged and decreed by the Court that the plaintiff recover from the defendant as and for his damages in the above entitled cause, the sum of Nine Hundred Fifty Dollars ($950.00) and all costs of suit herein taxed at_____Dollars and _____cents;

Attest: Frank Lucky, Clerk.

July 5-1933 The lien on this judgment is hereby released. Otis Gulley, Atty for Plaintiff

Notice is hereby given that the undersigned, Henry J. Richardson, Jr. has assigned his attorney's lien in the above cause to Otis Gulley. Dec. 22, 1933. Henry J. Richardson, Jr. Attorney for Plaintiff

STATE OF INDIANA)
VS) # 7388
LOUIS G. WHICKER)

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant in person, who being duly arraigned in open Court for his plea says that he is not guilty.

And the Court now fixes the defendant's bond at $500.00.

STATE OF INDIANA)
VS) # 7390
WILL WARD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Will Ward, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty.

And the Court finding the defendant guilty, now takes 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, June 15th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J.Stevenson, Judge.

ELSIE F. MONTGOMERY)
VS) # 13803
WHEN BUILDING COMPANY,)
A CORPORATION.)

Comes now John W. Becker, attorney, herein, and withdraws his appearance for the defendant.

And now comes 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 the 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 cut 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, now takes this causeunder advisement.

STATE OF INDIANA) RULE TO SHOW CAUSE
COUNTY OF HENDRICKS) INFORMATION OF INDIRECT CONTEMPT OF COURT

IN THE HENDRICKS CIRCUIT COURT

STATE OF INDIANA)
VS)
STERLING STRINGER)

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, having filed in this court his verified information concerning the contempt of this court of Sterling Stringer, which is as follows:

John A. Kendall, Prosecuting Attorney of the 55th Judicial Circuit, State of Indiana, being duly sworn upon his oath says and informs this Court that on the 28th day of April, 1933, the above entitled cause was heard by the Honorable A. J. Stevenson, Judge of said Court, and that the said Court had full and complete jurisdiction over the issues and the parties to said suit.

That upon said date the Court rendered his final decree in said cause, in which he ordered this defendant to pay into the Clerk's office of the County, aforesaid, the sum of $5.00 on the first day of May, 1933, and the sum of $5.00 each Monday thereafter, for the support of the defendant's children, Gloria Lee Stringer and Max Sterling Stringer, and that the defendant should pay said sum until further order of this court.

Affiant further says that the said Sterling Stringer has not paid into the Clerk's office any money for the support of his children, Gloria Lee Stringer and Max Sterling Stringer, since the first day of May, 1933, and that since said date the said Sterling Stringer has wilfully and knowingly refused, neglected and failed to pay said support money as required in the order of the Court rendered on the 28th day of April, 1933.

JOHN A. KENDALL
PROSECUTING ATTORNEY 55TH JUDICIAL
CIRCUIT, STATE OF INDIANA

Subscribed and sworn to before me this 15th day of June, 1933.

FRANK TUCKER
CLERK HENDRICKS CIRCUIT COURT

It is therefore ordered by this Court that the said defendant Sterling Stringer be and appear in this Court on the 22nd day of June at 9:00 A. M., to show cause, if any, why he should not be attached and punished for contempt of court.

A. J. Stevenson
JUDGE HENDRICKS CIRCUIT COURT

STATE OF INDIANA)
VS) # 7390 Judgt. vs Deft. for $50.00 and Costs.
WILL WARD) J. D. 16, Page 125.

Comes now again the State of Indiana, and comes also the defendant, Will Ward, in his own proper person, and the said defendant having heretofore plead guilty, the Court finds that the defendant should be fined in the sum of $50.00 and that he should pay the costs of this action, and stand committed until the same is staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Will Ward, be and he is fined in the sum of $50.00 and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until the same is staid or paid.

SECURITY TRUST COMPNAY, GUARDIAN)
OF RUTH TAYLOR, A PERSON OF UN-)
SOUND MIND.)
VS) # 13930
FRANK MARTIN.)

Comes now the defendant, by counsel, and files demurrer to complaint, which demurrer 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, June 16th, 1933.

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

THE PEOPLES STATE BANK, TRUSTEE)
VS) # 13584
WILLIAM MARSHALL, ET AL.)

Come now the defendants, by counsel, and file motion to withdraw answer for the purpose of filing a motion to make more specific, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendants duly except.

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 17th, 1933.

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

STATE OF INDIANA)
VS) # 7387
LESLIE V. PHILLIPS)

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant, Leslie V. Phillips, in his own proper person and said defendant being duly arraigned in open Court for his plea says that he is guilty.

And now the Court takes this cause under advisement and the said defendant is committed to the Hendricks County Jail pending sentence.

METROPOLITAN LIFE INSURANCE)
COMPANY., A CORPORATION.)
VS) # 13786
JOHN J. DUGAN, ET AL.)

Comes now Claude W. Gladden, heretofore appointed receiver, herein, and qualifies as such receiver and tenders his bond, which bond is in the words and figures following, to-wit: (H.I.).

And the Court having examined said bond and being duly advised in its premises, now approves the same.

STATE OF INDIANA)
VS) # 13776 Judgt. vs Pltf. for $550.00 and Costs.
ARCHIBALD A. FIGG, ET AL.) J. D. 16, Page 125.

The court having examined said report and being sufficiently advised in the premises now approves said report and orders that it be made a part of the record of this cause.

And the court now orders that a fee of $5.00 be taxed for each of said appraisers as a part of the costs of this cause.

It is therefore ordered, adjudged and decreed by the court that the report of the appraisers in the above entitled cause be approved and that the value of the land sought to be appropriated is Seventy-five Dollars ($75.00) and that the remaining part of said real estate owned by said defendants will be damaged in the sum of Four Hundred Seventy-five Dollars ($475.00), making a total damage, including the value of the real estate so taken and the damage to the remaining real estate in the sum of Five Hundred Fifty Dollars $550.00), making a total damage in the sum of Five Hundred Fifty Dollars ($550.00) and that Five Dollars ($5.00) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

MATTIE VAUGHT)
VS) # 13989 Judgt. vs Deft. for Costs.
LEWIS L. POUNDS,) J. D. 16, Page 125.
SHERIFF OF HENDRICKS)
COUNTY.)

Come now the parties, in person and by counsel, and the defendant files answer, which answer is in the words and figures following, to-wit: (H.I.).

And this cause being at issue, the same is now submitted to the Court for trial, finding and judgment without the intervention of a jury.

And the Court having heard all the evidence in this cause, now finds for the plaintiff and that the plaintiff is entitled to have the defendant, Lewis L. Pounds, Sheriff of Hendricks County, Indiana, enjoined from the sale of real estate, which real estate is described as follows:

A part of the Northeast Quarter of Section 34, and a part of the Southeast Quarter of Section 27, both in Township 14 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.

The Court further finds that the said defendant should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff is entitled to have the defendant, Lewis L. Pounds, Sheriff of Hendricks County, Indiana, enjoined from the sale of above described real estate, and that said defendant 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, June 19th, 1933.

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

STATE OF INDIANA)
VS) # 7390
WILL WARD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant,in his own proper person, and it appearing to the Court that the defendant, Will Ward is unable to pay the fine, heretofore ordered, he is now committed to the Indiana Penal Farm until said fine and costs are paid.

STATE OF INDIANA)
VS) # 7387 Judgt. vs Deft. for Costs.
LESLIE V. PHILLIPS) J. D. 16, Page 125.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the defendant having heretofore plead guilty and the Court being duly advised, now finds that the defendant for the offense by him committed be imprisoned in the State Prison for a period of not less than one year nor more than three years, and that he should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Leslie V. Phillips, for the offense by him committed be and he is imprisoned in the State Prison for a period of not less than one year nor more than three 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 Leslie V. Phillips 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 Leslie V. Phillips be permitted to go at liberty on probation so long as he behaves well.

And the Court further orders that the defendant be given thirty days in which to pay the costs.

STATE OF INDIANA)
VS) # 7389 Judgt. vs Deft. for $3.00 per week and costs.
RAYMOND LEATHERS) J. D. 16, Page 126.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in hiw own proper person, who being duly arraigned in open Court for his plea says that he is guilty.

Whereupon the Court finds that the defendant be imprisoned in the 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.

And the Court further finds that the defendant should pay to the Clerk

of this Court for the use of the minor child, the sum of $3.00 per week, said first payment to be made on or before July 1st, 1933, and a like sum each Saturday thereafter, until further order of the Court.

It is, therefore, now ordered by the Court that the defendant, Raymond Leathers, be and he is imprisoned in the State Prison for a period of not less than one 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, Raymond Leathers, the Court further orders said defendant to pay to the Clerk of this Court for the use of the minor child, the sum of $3.00 per week, said first payment to be made on or before the 1st day of July, 1933, and a like sum each Saturday thereafter, until further order of the Court.

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 the performance of this order, and that said, Raymond Leathers be permitted to go at liberty on probation until further order of the Court.

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 20th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CHARLES G. FOUTY)
VS) # 13606 E N T R Y Judgt. vs Deft., Newton Prather, for $110.00 and Costs.
NEWTON PRATHER, ET AL.) J. D. 16, Page 126.

Comes now the plaintiff, in the above entitled cause, and dismisses his cause as to Jonsey Amos.

And it now appearing to the court by the summons herein and the return of the sheriff endorsed thereon, which summons and the return endorsed thereon are in the words and figures as follows, to-wit: (H.I.)

That the defendants Newton Prather and _____Prather, his wife, have been duly served with process for more than 10 days before the 24th day of June, 1932, the same being the date endorsed on plaintiff's complaint for the return day of summons thereon and now said defendant being three 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 there is due the plaintiff from the defendant Newton Prather on the claim sued upon herein the sum of $85.00 and the further sum of $25.00 fees for plaintiff's attorney and which sums the plaintiff is entitled to recover from the defendant Newton Prather together with the costs of this action; all without relief from valuation or appraisement laws.

The court further finds that on the 5th day of May, 1932, and within 60 days after performing the labor and furnishing the material mentioned in plaintiff's complaint, the plaintiff filed, in the office of the Recorder of Hendricks County, State of Indiana, a notice of his intention to hold a lien upon the real estate and premises mentioned and described in the complaint and that said notice was on said day duly recorded in the office of said Recorder.

The court further finds that the plaintiff has and holds a lien upon the real estate described in the complaint for the amount of his said claim and that he is entitled to have his lien inforced against said premises.

It is, therefore, considered and adjudged by the court that plaintiff have and recover of and from defendant the sum of $110.00 together with the costs of this action all without relief from valuation or appraisement laws.

It is further considered, adjudged and decreed by the court that a certified copy of this order be issued to the sheriff of Hendricks County, Indiana, directing and commanding him to sell all the right, title and interest of Newton Prather and _____Prather, his wife, in and to the following described real estate located and situated in Hendricks County, State of Indiana, to-wit:

The Northeast quarter of the Southeast quarter of Section 33, Township 16 North of Range 1 West and that part of the Southeast quarter of the Southeast quarter of said Section, Township and Range

in which the said Newton Prather and _____Prather, his wife, has an interest together with the dwelling house located thereon as upon execution and to apply the proceeds thereof, or so much as may be necessary to pay and discharge said sum and costs of suit.

The proceeds arising from said sale to be applied:

1. To the payment of costs and accruing costs.

2. To the payment of the judgment herein with interest.

3. Any balance or over-plus remaining to be paid to the Clerk of the Hendricks Circuit Court for the benefit of the defendants.

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

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

Record read and signed in open court.

C. J. Stevenson, Judge.

Wednesday Morning, June 21st, 1933.

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 to modify decree, which petition is in the words and figures following, to-wit: (H.I.).

And the Court now orders notice to be given to the plaintiff, Chester E. Phillips, of the time of hearing as of June 29th, 1933.

HOLLAND FURNACE COMPANY)
VS) # 13913
THEODORE R. EYSTER)
BEATRICE B. EYSTER)

Come now the parties, in person and by counsel, and this cause being at issue, the same is not submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard all the evidence in this cause, does now take the same under advisement.

STANDARD OIL COMPANY) Judgt. vs Deft., Robert Williams for $1376.76 and Costs.
VS) # 13830 J. D. 16, Page 126.
FIDELITY & DEPOSIT COMPANY) Judgt. vs Defts., U. R. Price, Ralph Rogers & Fidelity & Deposit Co. of Maryland for $607.37 and Costs.
ET AL.) J. D. 16, Page 126.

Come now again the parties and the court having heard the argument of counsel on the plaintiff's motion to modify and correct the judgment heretofore entered, in the above entitled cause, and being duly advised in the premises now sustains the motion to modify said judgment to which ruling the defendants each separately and severally object and except.

The court, therefore, finds for the plaintiff and against the defendant Robert Williams and that there is due the plaintiff from said defendant Robert Williams, on the account sued upon, the sum of $1376.76 and that the plaintiff is entitled toa judgment against said Robert Williams for said sum with interest at 6% from the first day of September, 1931, together with the costs of this action.

And the court further finds for the plaintiff and against the defendants U. R. Price, Ralph Rogers and, Fidelity & Deposit Company of Maryland as surety on the bond of said Price and one Ralph Rogers, and that said last named defendants are liable to the plaintiff in the sum of $607.37 together with interest thereon at 6% from September 1st, 1931. Said last named sum being that part of the indebtedness of Robert Williams to the plaintiff in the sum of $1376.76 for which said defendants are liable.

The court finds for Fidelity & Deposit Company on cross-complaint and that it is surety for the defendants U. R. Price and Ralph Rogers and that it is en-

titled to have the property of U. R. Price and Ralph Rogers first exhausted before proceeding against the Fidelity & Deposit Company.

The court further finds that plaintiff should take nothing from the defendants Raymond Stout, Administrator, George W. Miller and L. A. Baker.

It is, therefore, considered, ordered and adjudged by the court that the plaintiff have and recover from the defendant Robert Williams the sum of $1376.76 with interest at 6% from the first day of September, 1931, together with the costs of this act action.

It is further considered, ordered and adjudged by the court that the plaintiff have and recover from the defendants U. R. Price, Ralph Rogers and Fidelity & Deposit Company of Maryland, the sum of $607.37 with interest thereon from September 1st, 1931, together with the costs of this action.

It is further considered, ordered and adjudged that the property of Robert Williams be first exhausted, and that the defendant Fidelity & Deposit Company shall not be proceeded against until the property of U. R. Price, and Ralph Rogers has been first exhausted.

It is further ordered, considered and adjudged by the court that the plaintiff take nothing from the defendants Raymond Stout, Administrator, George W. Miller and L. A. Baker.

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

And now the defendants file motion for new trial, which motion is in the words and figures following, to-wit: (H.I.).

MARVIN WILLIAMS)
VS) # 13837 DECREE OF DIVORCE
JEWEL WILLIAMS)

Comes now the plaintiff by his attorney Harney F. Semones and it appearing to the Court by summons herein and return of sheriff indorsed thereon, which summons and return are in words and figures following: (herein insert), that defendant has been duly served with process more than ten days before the first day of the present term of Court and said defendant comes not and makes default.

And the Court having heard evidence and being duly advised in the premises, finds for the plaintiff and that the alligations of the plaintiff's complaint are true and that he is entitled to a decree of divorce from said defendant on grounds therein alleged, all at plaintiff's costs.

It is therefore considered by the Court that the bonds of matrimony existing between the plaintiff and the defendant be and they are hereby, dissolved and said plaintiff pay the costs of this action, 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, June 22nd, 1933.

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

J. WALTER SHANK)
VS) # 13594
THE PEOPLES STATE)
BANK, A CORP.)

Come now the parties, in person and by counsel, and the Court orders conditional examination of the plaintiff published.

And now the defendant files request for special finding of facts and conclusions of law, which request is in the words and figures following, to-wit: (H.I.).

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 cause, now takes the same under advisement.

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAUSON, ET AL.)

Come now the parties, by counsel, and the defendants ask leave to file additional paragraph of answer, and the Court being duly advised now grants permission, to which ruling of the Court the plaintiff duly objects and excepts.

And now the defendants file sixth and seventh paragraphs of answers, which sixth and seventh paragraphs of answers are in the words and figures following, to-wit: (H.I.).

BALKE & KRAUSS COMPANY,)
Plaintiff,)
-vs-) # 13914
AMERICAN LIABILITY & SURETY COMPANY)
WESTERN & SOUTHERN INDEMNITY COMPANY)
J. G. KARSTEDT CONSTRUCTION CO., INC.)
C. C. SHIPP, RECEIVER, J. G. KARSTEDT)
CONSTRUCTION CO., INC.,)
Defendants.)

Come now the parties by counsel, and the defendants, Western & Southern Indemnity Company and American Liability & Surety Company, file their separate motion for a new trial in the above entitled cause.

And the motion of the defendants, Western & Southern Indemnity Company and American Liability & Surety Company for a new trial in the above entitled cause is now submitted to the Court, and which motion is in the words and figures, as follows, to-wit: (Here Insert).

And the Court having seen and inspected said motion, and being duly advised in the premises now overrules the same to which ruling of the Court the Defendants, Western & Southern Indemnity Company and American Liability & Surety Company now except.

And the defendants, Western & Southern Indemnity Company and American Liability & Surety Company are granted ninety (90) days to prepare and tender all bills of exceptions, and the defendant Western & Southern Indemnity Company and American Liability & Surety Company now pray an appeal to the Appellate Court of the State of Indiana, which appeal is granted on the filing of an appeal bond payable to Balke & Krauss Company, plaintiff herein, in the sum of $ Five Thousand Dollars ($5000.00.)

And the Defendants, Western & Southern Indemnity Company, and American Liability & Surety Company now tender Aetna Casualty and Surety Company as surety on said appeal bond, and said Aetna Casualty and Surety Company is now approved as surety on said appeal bond by the Court, and thirty (30) days is granted said Western & Southern Indemnity Company and American Liability & Surety Company for filing said appeal bond with Aetna Casualty and Surety Company as surety thereon.

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 23rd, 1933.

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

CHARLES N. VANCLEAVE)
VS) # 13931
ARTHUR WOLF, 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.).

MARTHA A. ALLEY)
VS) # 13974 Judgt. vs Deft. $60.00 and Costs.
JAY H. NEFF) J. D. 16, Page 127.

Comes now the plaintiff, Martha A. Alley, by A. J. Kahl, her attorney, and it appearing to the satisfaction of the Court by the summons and return of the sheriff endorsed thereon that the defendant was served with notice for more than ten days before this date and as endorsed on plaintiff complaint for the return of said summons and the defendant having not appeared, is three times called by the Court and comes not and is hereby defaulted.

And the Court having heard the evidence and being duly advised in the premises, finds for the plaintiff, that the allegations of her complaint are true, that she is entitled to the possession of the following described real estate, to-wit:

Lot Numbered Seven (7) in Block Numbered Two (2) in Christian C. Nave's Addition to the Town of Danville, Indiana.

and that she is further entitled to the sum of $60.00 as damages for the unlawful detention of the real estate by the defendant.

It is, therefore, considered, adjudged and decreed by the Court that the plaintiff have and recover possession of the above described real estate, together with the sum of $60.00 for damages and the costs of this action, taxed at _____dollars and _____cents.

MARTINSVILLE TRUST COMPANY)
VS) # 13563
SERV-ALL GARMENT COMPANY, ET AL.,)

Comes now William M. Cain and files his request for substitution of parties and shows that he is the duly qualified and acting Receiver of the Martinsville Trust Company of Martinsville, Indiana, appointed by order and judgment of the Morgan Circuit Court on July 15th, 1932. And the Court examines said request and being duly advised in the premises finds that William M. Cain, Receiver of the Martinsville Trust Company of Martinsville, Indiana, should be and he is hereby substituted as party plaintiff in the above action in this Court.

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

Friday, June 23rd, 1933, and the 47th day of the May Term, 1933.

WILLIAM M. CAIN, RECEIVER)
MARTINSVILLE TRUST COMPANY,)
MARTINSVILLE, INDIANA.)
VS) # 13563 Judgt. vs Defts. for $1860.00 and Costs.
SERV-ALL GARMENT COMPANY,) J. D. 16, Page 127.
CLAUDE A. BARNUM,)
ROY E. ADAMS,)
LIVY A. YOUNG.)

Come now the parties, the plaintiff in person and by Pearl Lee Vernon, his attorney, and the defendants, Serv-All Garment Company, Claude A. Barnum and Roy E. Adams, in person and by Robinson & Robinson, their attorneys, and the defendant Livy A. Young, in person and by Henry White, his attorney. And this cause being at issue upon the complaint and answer in denial of Serv-All Garment Company, Claude A. Barnum and Roy E. Adams and plea of suretyship filed by the defendant, Livy A. Young, is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court being duly advised in the premises and having heard the evidence herein finds for the plaintiff, that the allegations of plaintiff's complaint are true and that plaintiff is entitled to have and recover of and from the defendants herein upon the note and obligation sued upon, the principal sum of $1500.00 together with interest at eight per cent per annum from and after October 5, 1931, in the sum of $210.00 making a total of $1710.00, principal and interest, due and owing plaintiff from the defendants herein. The Court further finds that the sum of $150.00 is a reasonable fee for plaintiff's attorney and said sum of $150.00 is allowed as attorney fees herein, making a total of principal, interest and attorney fees in the sum of $1860.00, and that said judgment bear interest at the rate of eight per cent per annum from and after date.

The Court further finds that the defendant, Livy A. Young, executed said note in the name and style of L. A. Young, and that he is in fact a surety upon said obligation, and that the property of the Serv-All Garment Company, Claude A. Barnum and Roy E. Adams be first exhausted before execution issue against the said Livy A. Young. The Court further finds that said judgment be without relief from valuation or appraisement laws.

It is therefore ordered, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants herein the sum of $1710.00, principal and interest, and the further sum of $150.00 attorney fees, and that said judgment in the sum of $1860.00 be without relief from valuation and appraisement laws. It is further ordered by the Court that the property of the defendants, Serv-All Garment Company, Claude A. Barnum and Roy E. Adams, be exhausted before execution issued against the property of the defendant, Livy A. Young. It is further ordered that said judgment be without relief from valuation and appraisement laws and that the same bear interest at the rate of eight per cent per annum from and after date.

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

Friday, June 23rd, 1933. and the 47th day of the May Term, 1933.

WALTER THOMPSON, ET AL.)
VS) # 13903
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

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

Paul E. Laymon

Paul E. Laymon, 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, June 24th, 1933.

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

TOWN OF CLAYTON, BOARD OF)
FINANCE, OF CLAYTON,)
HENDRICKS COUNTY, STATE OF)
INDIANA.)
VS) # 13822
CHARLES B. WORRELL, ET AL.)

Comes now the plaintiff, by counsel, and files demurrer to second paragraph of answer, which demurrer is in the words and figures following, to-wit: (H.I.).

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

Comes now the plaintiff, by counsel, and files reply to second, third, fourth, fifth and sixth paragraphs of answer, which reply is in the words and figures following, to-wit: (H.I.).

JOHN W. TWITTY)
VS) # 12794
HERMAN B. ROSS, ET AL.)

Comes now again the plaintiff, by counsel, and the Court now overrules the plaintiff motion for a new trial, heretofore filed in the above entitled cause, to which ruling of the Court the plaintiff objects and excepts.

And now the said plaintiff prays an appeal to the Appellate Court of Indiana. The Court being duly advised now grants appeal, and sixty days are given in which to file bond and bill of exceptions, and said bond is fixed at $200.00. And now the plaintiff suggests the name of Hartford Accident and Indemnity Company as surety on appeal bond, which surety the Court now approves.

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 26th, 1933.

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

MARGARET HAYES, ET AL.)
VS) # 13464
TOWNSEND BRODBECK, EX.,)
ET AL.)

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: Roy Hodson, James DeAtley, Logan Owen, Granville Leach, Theodore Kersey, Roy H. Nichols, James F. Ballard, Herman Cline, E. P. Bulion, G. A. Adams, Clifford L. Hadley and Asbury Mood, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

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., Tuesday, June 27th, 1933.

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 27th, 1933.

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

JESSIE ZERNE BRADY)
VS) # 13943
INDIANA TRAVELERS)
ASSURANCE COMPANY)

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

STATE OF INDIANA)
VS) # 7392
FLOYD DAVIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Floyd Davis, in his own proper person, who being duly arraigned in open Court for his plea says that he is not guilty.

And now the Court fixes said defendant's bond at $500.00.

MARGARET HAYES, ET AL.)
VS) # 13464
TOWNSEND BRODBECK, EX.)
ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M., Wednesday, June 28th, 1933.

GEORGE V. VAUGHAN)
VS) 13846
JONATHAN RIGDON)

Come now the parties, by counsel, and this cause having been set for trial and time of trial having arrived, it is now agreed that said cause be continued on condition that no change of venue from the county will be asked by defendant.

STANDARD OIL COMPANY)
VS) # 13830
FIDELITY & DEPOSIT)
COMPANY OF MARYLAND,)
ET AL.)

Come now the parties, by counsel, and the Court being sufficiently advised, now overrules the defendant's motion for a new trial, heretofore filed, to which ruling of the Court the defendants, U. R. Price, Ralph Rogers and Fidelity and Deposit Company of Maryland, jointly and severally except.

And now said defendants, U. R. Price, Ralph Rogers and Fidelity

and Deposit Company, of Maryland, pray an appeal from the judgment rendered against them to the Appellate Court of the State of Indiana. And the Court being sufficiently advised, now grants appeal, and appeal bond is fixed at $1000.00. And now said defendants suggest the name of the United State Fidelity and Guaranty Company as surety on said bond, which surety the Court now approves. And thirty days are given in which to file said bond and sixty days are given in which to file all bills of exceptions.

STATE OF INDIANA)
VS) # 7392
FLOYD DAVIS.)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and in open Court asks leave to withdraw his plea of not guilty. The Court being duly advised, now grants permission, and the defendant enters his plea of guilty.

And now with the consent of the defendant, Floyd Davis, this cause is continued on condition that the said defendant pay to the Clerk of this Court for support of said children, the sum of $6.00 each two weeks payments to be made on the 10th and 25th of each moth, beginning July 10th, 1933, and continuing until further order of the Court.

And the said defendant is now released from custody until further order of 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, June 28th, 1933.

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

MARGARET HAYES, ET AL.)
VS) # 13464
TOWNSEND BRODBECK, EX.)
ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the taking of evidence is continued.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Thursday, June 29th, 1933.

STATE OF INDIANA)
VS) # 13776
ARCHIBALD A. FIGG, ET AL.)

Comes now the defendant, Archibald A. Figg, by counsel, and files petition for an order to pay money to said petitioner, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said petition, the same is now set for hearing Monday, July 3rd, 1933, at 8:00 o'clock A. M., and the Court now orders notice to all parties.

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 29th, 1933.

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

MARGARET HAYES, ET AL.)
VS) # 13464
TOWNSEND BRODBECK, EX.)
ET AL.)

Come now the parties, in person and by counsel, and the jury is again brought into open Court and the taking of evidence in continued and concluded.

And now by agreement of said parties, submission of this cause is withdrawn from the jury and submitted to the Court for finding and decree. And the Court having heard the evidence in this cause, now takes the same under advisement and jury is discharged.

HARNEY F. SEMONES,)
RECEIVER, ETC.)
VS) # 13751 Judgt. vs Defts. for $224.30 and Costs.
THOS. R. BERRY AND) J. D. 16, Page
HALLIE C. BERRY.)

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 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 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 upon the note sued upon, and that there is due it therein, the sum of $199.30 of principal and interest and the further sum of $25.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendants, Thos. R. Berry and Hallie C. Berry for a total of said two sums, together with the costs for this action, all without relief from valuable or appraisement laws.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from the defendants, Thos. R. Berry and Hallie C. Berry, the sum of $224.30, together with the costs of this action , taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.

HARNEY F. SEMONES,)
RECEIVER, ETC.)
VS) # 13752 Judgt vs Defts. for $774.83 and Costs.
THOS. R. BERRY AND) J. D. 16, Page 127.
HALLIE C. BERRY)

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 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 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 plaintiff upon the note sued upon, and that there is due it therein, the sum of $739.83, together with the further sum of $35.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendants, Thos. R. Berry and Hallie C. Berry, for a total of said two sums, together with the costs of this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Thos, R. Berry and Hallie C. Berry, the sum of $774.83, together with the costs of this action, taxed at _____ dollars and _____cents, all without relief from valuation or appraisement laws.

LESLIE P. RIVERS)
VS) # 13987
CARLOS H. MOORMAN)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

FRANK SMITH, HUSBAND)
THELMA SMITH, WIFE)
VS) # 13758 Judgt. vs Pltfs. for Costs.
SAMUEL MC BEE ET AL) J. D. 16, Page 128.

Comes now the plaintiffs in person and by P. E. Smiley, their attorney and it appearing to the satisfaction of the Court by proof of publication of the notice filed in this cause, which proof of publication is in words and figures as follows, to-wit: (H.I.) that the defendants, Samuel McBee, Eleanor McBee, William L. Matlock, W. L. Matlock, Nancy M. Matlock, Simon T. Hadley, S. T. Hadley, Mary Hadley, Richard Richardson, Amy Richardson, Aaron Spicklemier, Jane Spicklemier, Nathaniel Hylton, Cytha Hylton, Archibald Alexander, Barney Ball, Mary Ball, George Moore, Jemima Moore, Jehial Pratt, Jehial T. Pratt, Elizabeth Pratt, William G. Parker, W. G. Parker, Wm. G. Parker, Martha Parker, Mary Jane Hufford, Henry Chaney, Nancy E. Chaney, James M. Chaney, Mary A. Chaney, John S. Gully Thomas J. Gully Edwin Balis, John C. Hill, Sarah Hill, Nicholas T.

Hadley, Mary J. Hadley, George W. Wells, Margret Wells, Joseph A. Cox, Sarah E. Cox, Luther W. Jobe, Luther W. Job, Martha E. Job, Joseph D. Keeney, Melvina Keeney, Victor H. McDonald, Nora Baughman, John Walsh, Mary A. Walsh, John Tarpy, Bridget Tarpy, John Welsh, and the unknown husband, wife, widower or widow, heirs, devisees, legatees and legal represenatives of each of the above named and foregoing defendants, who are all the defendants in the above entitled cause who are not residents of the state of Indiana, and that each and all have been duly notified of the filing of the petition or complaint in this cause and of the pendency of this action by three successive weekly publications in the Danville Gazette, a weekly newspaper of general circulation, printed and published in the English Language in the town of Danville, Hendricks County, Indiana, the last of which said publication was made on the ____day of December, 1932, which said last publication was more than thirty days prior to the 23rd, day of January 1933, on which said day the process issued herein was made returnable by endorsement on the complaint herein.

And each of the above named defendants failing to appear and answer the complaint herein, they are, on motion, each three times loudly called but come not and herein wholly make default, and on plaintiffs' motion this cause is submitted to the Court for trial, finding and judgment and decree, without the intervention of a jury, and the Court having heard the evidence and being fully advised in the premises finds for the plaintiffs, that they are the owner in fee simple and in possession of the real estate described in their complaint, the following described real estate in Hendricks County, Indiana, to-wit:- Lot No. 1 in Block No. 2 in the original town of Pittsboro, except a strip of ground 32 feet in width off of and across the North end of said lot; that the said defendants herein are claiming an interest in said real estate and are asserting and attempting to assert and claim title to said real estate, which said interests so claimed by said defendants and each of them are adverse to plaintiffs' claim and title to said real estate and a cloud thereon, that the claims of said defendants and each of them and those of each and every person or persons claiming by, through or under them are unfounded and without right, and that the plaintiffs should have their title to said real estate quieted against defendants and each of them and against any and all persons claiming by, through or under them or any of them and against the world, that the plaintiffs and their immediate grantors do now and have for more than twenty years last past held the open, notorious, adverse and continuous possession of the above described real estate under claim of title.

It is therefore ordered, adjudged and decreed by the court that the plaintiffs are the owner in fee simple and in possession of the real estate described in the complaint herein and situated in Hendricks County, Indiana, and described as follows to-wit:- Lot No. 1 in Block No. 2 in the original town of Pittsboro, except a strip of ground 32 feet in width off of and across the North end of said lot, and that the plaintiffs and their immediate grantors do now and for more than twenty years last past have held the open, notorious, adverse and continuous possession of the above described real estate under claim of title, and that the title of the plaintiffs in and to said real estate above described ought to be, and the same is, now and hereby, forever quieted and set at rest against each and all of the defendants named herein and against any and all persons claiming by, through and under them or any of them, and us against the world. And that the plaintiff pay the costs of this action assessed at $____dollars and____cents.

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

Record read and signed in open court.

C. J. Stevenson, Judge.

Friday Morning, June 29th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

LUTHER ALLEN)
VS) # 13965
ALBERT CORDES)

Come now the parties, by counsel, and upon motion of the plaintiff, this cause is continued at the cost of the plaintiff.

STATE OF INDIANA)
VS) # 5985
RALPH WESTFALL)

Comes now the defendant, Ralph Westfall, herein, and upon his motion this cause is now dismissed for want of prosecutinn.

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

STATE OF INDIANA)
VS) # 7382 Judgt. vs Deft. for $25.00 and Costs.
KELLEY HARLASS) J. D. 16, Page 128.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Kelley Harlass, in his own proper person, who being duly arraigned in open Court for his plea says he is guilty as charged in the affidavit.

Whereupon the Court finds that the defendant, Kelley Harlass, for the offense by him committed be fined in the sum of $25.00 and that he be imprisoned in the State Penal Farm for a period of ninety days and that he should pay the costs of this action, and stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Kelley Harlass, for the offense by him committed be and he is fined in the sum of $25.00 and that he be and he is imprisoned in the State Penal Farm for a period of ninety days and that he pay the costs of this action, taxed at _____dollars and _____cents, and stand committed until the same are staid or paid.

O. J. LARKIN
VS
JEREMIAH HADLEY, MARY HADLEY, DAVID CARTER, RUTH CARTER, DELILA THATCHER, PETER M. DEVER, OLIVE C. DEVER, JOHN L. GUNN, CAROLINE GUNN, JOHN A. LARRANCE, SUSAN M. LARRANCE, HARRIET A. LARRANCE, MARY A. LARRANCE, WILLIAM H. LARRANCE, ADMINISTRATOR WILLIAM H. LARRANCE, JULIA A. LARRANCE, JULIAN A. LARRANCE JAMES M. LARRANCE, JAS. M. LARRANCE, EMMA B. LARRANCE, CAROLINE E. LARRANCE, LOUISA J. LARRANCE, EBENEZER TOMLINSON, DAMSEL TOMLINSON, MARY ANN LARRANCE, EMMA B. BURTON, EMME B. BURTON, ELI C. BURTON, EMILY ALMOND, JOHN TUCKER, JANE TUCKER, S. W. CREWS, SEWELL W. CREWS, SOPHIA A. CREWS, HARRISON HUFFORD, FLORA HUFFORD, FLORA A. HUFFORD, MATTIE S. SEATON, GEORGE W. SEATON, GRAFTON W. SEATON, SARAH E. SEATON, WILLIAM J. MATTHEWS, SAMUEL O. LEAK, EVA M. LEAK, PHEBE A. PATRICK, NOAH N. PATRICK FLORENCE E. BRYANT, ALBERT G. BROWN, MARTHA J. BROWN, CALVIN STANLEY, GUARDIAN OF EMIL MILLS, AMANDA O. CASTETTER, ROBERT S. CASTETTER, EFFIE M. CASTETTER: THE UNKNOWN HUSBANDS AND WIVES RESPECTIVELY OF EACH OF THE ABOVE NAMED DEFENDANTS, IF LIVING AND THE UNKNOWN HEIRS AT LAW, DEVISEES, LEGATEES, GRANTEES, SPOUSES, SUCCESSORS IN TITLE, ADMINISTRATORS, AND EXECUTORS, AND THE UNKNOWN WIDOWERS AND WIDOWS RESPECTIVELY OF EACH OF THE ABOVE NAMED DEFENDANTS, IF DECEASED.

12886

Judgt. vs Pltf. for Costs.

J. D. 16, Page 128.

Comes now the plaintiff O. J. Larkin in person and by his attorneys and presents to the court his complaint heretofore filed, and also presents to the court the proof of publication of notice of all of the defendants to said action, except, Robert O. Castetter and Effie M. Castetter which proof of publication was heretofore filed in the Clerk's Office of the Hendricks Circuit Court, and which was heretofore ordered issued, said defendants excepting the last heretofore mentioned being non-residents of the State of Indiana, and which notice and proof of the publication thereof are in these words and figures following to-wit: (Here Insert). And said plaintiff by his attorneys also presents to the Court the summons heretofore issued in this cause to the Sheriff of Hendricks County, Indiana for Robert O. Castetter and Effie M. Castetter, and the return of the Sheriff endorsed thereon, which return and summons were heretofore filed in the Clerk's Office of the Hendricks Circuit Court in this cause, which summons and the return of the Sheriff endorsed thereon is in words and figures following to-wit: (Here insert) and the plaintiff now dismisses his action as to the defendant Amanda O. Castetter.

The court now examines said notion and proof of publication of same, and finds that all of said defendants in this cause except Robert O. Castetter and Effie M. Castetter have been each duly notified of the filing and pendency of this action by three weekly publications of said notice in the Hendricks County Republican, a newspaper of general circulation, printed and published in the English language and published in the town of Danville, Hendricks County, Indiana and that the last of said weekly publications was more than thirty days before the 5th day of May, 1930, which said date was the date fixed by the order of the court, and also the date fixed by the plaintiff by endorsement on his complaint as the date upon which the defendants should be required to appear in this court and answer this complaint. The court now examines the summons issued heretofore for the defendants, Robert O. Castetter and Effie M. Castetter, and the return of the Sheriff endorsed thereon finds that said defendants were duly served with summons by the Sheriff of Hendricks County, Indiana on the 7th day of March, 1930, which said date was more than ten days prior to the return date, being the 5th day of May, 1930, and being the date fixed by this court and by the plaintiff by endorsement upon his complaint as the date upon which the defendants should be required to appear in this court and answer this complaint.

And now upon motion the Court

orders that each and all of the defendants be three times loudly called in open Court which is accordingly done, and said defendants and each of them 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 being fully advised and informed in the premises finds for the plaintiff, O. J. Larkins and against all the defendants and that the allegations of his said complaint are true, and the court further finds that the plaintiff, O. J. Larkin, is the owner in fee simple and is entitled to the possession of the following described real estate in the town of Plainfield, Hendricks County, Indiana, to-wit:

Lot Numbered 3 in Block Numbered 20 in Carters
Addition to the Town of Plainfield.

The Court further finds that the plaintiff O. J. Larkin derived his title in fee simple to the above described real estate through and by virtue of a tax title deed delivered to him by the Auditor of Hendricks County, Indiana, on the 14th day of February, 1930, which deed is recorded in the Recorder's Office of Hendricks County, Indiana in record of deeds 138 at page 257.

The court further finds, as in plaintiff's complaint alleged, that all steps were legally taken subsequent to the delinquency in taxes on said real estate to and including the execution and delivery of said Auditor's Deed, in conformation with the statutes for such cases made and provided and in conformaty with the legal requirements for such proceedings.

And the Court further finds that the affidavits filed with his said complaint the notice so published and the summons so issued and the return thereon by the sheriff are sufficient. The court further finds that no one of the defendants named in said complaint is an infant under the age of 21 years, and said cause is now at issue under the allegations of the plaintiff's complaint and the default so made of all the defendants.

The court finds that all the defendants in this cause have been duly served with notice of the pendency of this action, the date when the same would be heard, and that said cause is now properly before this court for final action and decree.

The court further finds that the said notice so published contained a description of the real estate described in said complaint, and which is heretofore described, and that it appears from the affidavit filed herein that the purpose of the plaintiff in this proceedings is to quiet his title to said real estate, and it further appears from affidavits filed with said complaint that there was set out in said complaint all the names disclosed by the public records of said County of persons by, under or through whom any title or claim to said real estate might be made, and that the plaintiff O. J. Larkin claims and has full and complete title and right to the real estate herein described.

The court further finds that the defendants, nor any one of them do not have any right, title or claim in and to the real estate hereinbefore described and that the title to said real estate herein found to be owned by O. J. Larkin, the plaintiff in this action ought to be quieted in said plaintiff and ought to be quieted against said defendants and each of them, and against the world, and that the defendants and each of them ought to be forever estopped from asserting

any claim, right title, interest or demand whatever in and to the real estate above described.

The Court further finds that the plaintiff O. J. Larkin has paid all taxes against said real estate subsequent to the sale to pay taxes, under which, and by virtue of which, said Auditor's deed was given.

It is therefore considered, adjudged and decreed by the court that the title of the plaintiff O. J. Larkin to the real estate hereinbefore described be forever quieted and set at rest as against all the defendants and each of them and against the world, which real estate is also described as follows; to-wit:

Lot Numbered 3 in Block Numbered 20 in Carters
Addition to the Town of Plainfield, Hendricks
County, Indiana.

and that the defendants and each of them, and all persons claiming from, under or through said defendants, or either of them, be and they are forever estopped from asserting any claim right or interest in and to the above described real estate as owned in fee simple by O. J. Larkins and situated in the Town of Plainfield, Hendricks County, Indiana.

It is further ordered that a transcript of these proceedings be sent to the Office of the Recorder of Hendricks County, Indiana, for proper filing and recording, and that the plaintiff pay the costs of this action.

And this cause is fully and finally adjudged and disposed of.

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

A. J. Stevenson, Judge.

Saturday Morning, July 1st , 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

LUELLA TURPIN)
VS) # 13921
RECTOR G. DYE)
DOROTHY M. DYE)

Come now the parties, in person and by counsel, and by agreement of said parties, the venue of this action is changed to Montgomery County, 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, July 3rd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

TAYLOR H. DOLEN)
VS) # 13756
E. J. SCOTT, ET AL.)

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

THE PEOPLES STATE BANK)
VS) # 13912 Judgt. vs
CARLETON B. MC CULLOUGH)

Come now the parties, in person and by counsel, and by agreement of said parties in open Court, it is now agreed that in the event the plaintiff does not dismiss this cause of action against the defendant on or before September 30th, 1933, the Court shall upon said date render judgment in favor of the plaintiff and against the defendant in the sum of $49,058.18, together with a judgment foreclosing the mortgage on the real estate in the plaintiff's complaint described, together with the appointment of a receiver to take charge of the real estate pending the year of redemption following the foreclosure of the mortgage, said judgments to be entered in the usual manner provided by law for the foreclosure of mortgage.

It is further agreed that the rents and profits due and payable prior to September 30th, 1933, shall be turned over to the plaintiff to apply on the payment of current and delinquent taxes.

CLARENCE M. SIMMONS)
VS) # 13991 Judgt. vs Pltf. for Costs.
THELMA N. SIMMONS) J. D. 16, Page 128.

Come now the parties, by counsel, and all depositions on file are ordered published, and the defendant now dismisses her cross-complaint.

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 in this cause, finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that 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 the plaintiff is not the father of the infant child, Clarence Eugene Simmons age now one and one-half years of age.

It is, therefore, considered, ordered and adjudged by the Court that the bond of matrimony heretofore exisiting between Clarence M. Simmons vs Thelma N. Simmons be and they are hereby set aside and held for naught.

It is furthered adjudged and decreed by the Court, that the plaintiff, Clarence M. Simmons, is not the father of the infant child Clarence Eugene Simmons.

And it is further adjudged by the Court, that the plaintiff, Clarence M. Simmons 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.

C. J. Thomsen, Judge.

4

T

H

O

F

J

U

L

Y

(NO COURT)

Wednesday Morning, July 5th, 1933,

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

THE PLAINFIELD BUILDING)
& LOAN ASS'N.)
VS) # 13048
CHASE FLETCHER, ET AL.)

Comes now the receiver, Fred M. Breedlove, 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 receiver is discharged from his bond and trust herein.

THE PLAINFIELD BUILDING)
& LOAN ASS'N.)
VS) # 13085
CARRIE PATTON)

Comes now the receiver, Fred M. Breedlove, 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.

ELIZABETH J. ROACH)
ORA E. ROACH)
VS) # 13412
ANNA DOUGLAS, ET AL.)

Comes now Ora E. Roach, by counsel, and upon his motion this cause is now dismissed, the costs having been paid on said dismissal.

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

STATE OF INDIANA)
VS) # 13776
ARCHIBALD A. FIGG,)
ET AL.)

Come now the parties, by counsel, and the Court being duly advised finds for the petitioner and that the petitioner is entitled of the $550.00 paid into the Clerk's office as damages, to the sum of $475.00.

The Court further finds that the defendant Fletcher Joint Stock Land Bank is entitled to $75.00 the same to be applied upon their mortgage debt. And the Clerk of this court is now directed to pay to the petitioner, Archibald A. Figg, the sum of $475.00 and the defendant, Fletcher Joint Stock Land Bank, the sum of $75.00, to which ruling the defendant, Fletcher Joint Stock Land Bank now objects and excepts.

HOLLAND FURNACE CO.)
VS) # 13913 Judgt. vs Pltf. for Costs.
THEODORE R. EYSTER) J. D. 16, Page 129.
BEATRICE B. EYSTER)

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being now sufficiently advised, finds against the plaintiff, Holland Furnace Company, and for the defendants, Theodore R. Eyster and Beatrice B. Eyster, and that the plaintiff pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff take nothing on their complaint, and that the said plaintiff, Holland Furnace Company, pay the costs of this action, taxed at _____dollars and _____cents.

SAMUEL BURNELL)
VS) # 13922 Judgt. vs Pltf. for Costs.
FIRST NATIONAL BANK) J. D. 16, Page 129.
& TRUST COMPANY, OF)
PLAINFIELD, INDIANA.)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Samuel Burnell, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

THE PLAINFIELD BUILDING AND)
LOAN ASSOCIATION, PLAINFIELD,)
INDIANA.)
VS) # 13997 Judgt. vs Defts. for $3283.90 and Costs.
RICHARD G. AVERITT, ERCELL) J. D. 16, Page 129.
WOOD AVERITT, HIS WIFE.)

Comes the plaintiff by its counsel and produces and exhibits to the Court the summons issued to the Sheriff of Hendricks County, Indiana, for the defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, and from which summons

and the return of said Sheriff indorsed thereon, the Court finds that said defendants, and each one thereof severally, were served with process, and notice of the filing and pendency of this action, more than ten days before the first day of July, 1933, the day fixed by the plaintiff, by indorsement upon its complaint for said defendants to appear and answer the complaint herein. Said summons and sheriff's return indorsed thereon are as follows, to-wit:-(Here insert).

And said defendants failing to appear and answer the complaint are each severally three times loudly called in open Court but come not and herein make default.

And this cause, being at issue upon plaintiff's complaint and the several defaults of the defendants 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, says and finds:-

That the complaint in this cause was filed in the office of the Clerk of this Court on the 21st day of June, 1933, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for the defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, returnable July 1st, 1933, the same being the 54th Judicial day of the May Term 1933 of the Hendricks Circuit Court; that, pursuant to said indorsement the Clerk issued said summons, as directed, which was duly served by said Sheriff, as commanded, as heretofore found by the Court.

The Court further finds that on the 17th day of February, 1932, defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, were the owners in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

Fifty-eight (58) feet off of and across the entire West side of Lot 12 in Sarah R. Ballard's Addition to the Town of Plainfield, in Hendricks County, Indiana,

that on said date said defendants became and were indebted to the plaintiff herein, The Plainfield Building and Loan Association, Plainfield, Indiana, in the sum and amount of $2900.00, and, as evidence thereof, said defendants on the said 17th day of February, 1932, executed and delivered to the plaintiff herein their certain promissory note in the sum and amount of $2900.00, and thereby, for value received, promised and agreed to pay plaintiff, on or before ten years from the date thereof the sum of $2900.00, payable in instalments of not less than $34.80 per month in advance, as dues upon twenty-nine shares of the capital stock of plaintiff Association, of $100.00 each, together with all finds that may be assessed upon the by-laws of said Association, upon said capital stock, and all payable without relief from valuation and appraisement laws on or before the 10th day of each month until the said principal sum, interest, finds, and other charges should be fully paid; that, to secure said note, and the instalment payments thereof as they severally became due, defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, on the 17th day of February, 1932, made, executed and delivered unto the plaintiff herein their certain mortgage upon the foregoing described real estate; that said mortgage was filed for record in the Recorder's Office of Hendricks County, Indiana, on the 20th day of February, 1932, at 8:10 o'clock A.M. and recorded in Record 91 page 272 of the records of said office.

The Court further finds that instalment payments were made upon said note and debt as follows:-

February 17th, 1932,	$34.80;
March 15th, 1932,	$34.80;
April 19th, 1932,	$34.80;
August 16th, 1932,	$34.80;
February 1st, 1933,	$20.00;

and that all other monthly instalments are delinquent and remain unpaid; that by the terms of the mortgage securing said payments the plaintiff is entitled to declare, and has so declared, on, to-wit:-The 21st day of June, 1933, the entire debt secured by said mortgage, and unpaid, due.

The Court further finds for the plaintiff, that the allegations of its complaint are true, and that there is due it thereon the following sums and amounts, to-wit:-

Balance principal note and debt, with interest thereon,	$3083.90;
Fee for plaintiff's attorney,	$200.00;

that said sums are secured by the mortgage sought herein to be foreclosed, and that the plaintiff is entitled to a judgment against defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, and against each one thereof severally, for a total of said amounts, in, to-wit:- The sum of $3283.90, all without any relief from valuation and appraisement laws.

The Court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described therein, foreclosed and the Real estate described in the complaint and in said mortgage sold to pay and satisfy the amount found by the Court to be due the plaintiff upon its complaint, and the costs and expenses of this action, and the costs and expenses of such sale.

It is, therefore, considered and adjudged by the Court that the plaintiff, The Plainfield Building and Loan Association, Plainfield, Indiana, recover of and from the defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, and from each one thereof severally, the sum of $3283.90, together with its costs and charges laid out and expended and taxed at $_____, all without any relief from valuation or 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 the defendants; that the equity of redemption of the defendants, and of all persons claiming by under or through them, or either of them, 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.

It is further considered and ordered by the Court that no process shall issue for the execution of this judgment or decree of sale until after the 21st day of June, 1934; that thereafter upon the filing of a praecipe therefor by the judgment creditor herein, the Clerk of this Court shall issue a duly certified copy of this judgment and decree to the Sheriff of this County; that thereupon said Sheriff shall immediately proceed to sell the mortgaged premises, together with the rents, issues, income and profits thereof, or so much thereof as may be necessary to satisfy the judgment, interest and costs, at public auction, after advertising the same by publication once each week for three successive weeks in some weekly newspaper of general circulation printed in the English language and published in Hendricks County, in the State of Indiana, the first of which publications shall be made at least thirty days before the date of sale, and by posting written or printed notices thereof in at least three public places in Guilford Township, Hendricks County, Indiana, the township in which said real estate is located, and at the door of the Court House of this County; that said sale shall be made without any relief from valuation and appraisement laws and without any right of redemption on the part of any of the defendants herein or of any person claiming from, under or through them

or any one of them; and the proceeds arising from such sale the Sheriff is ordered to apply in the manner following, to-wit:-

First: To the payment of all costs accrued in this cause and the costs of such sale;

Second: To the payment of the amount due the plaintiff upon its complaint, being the amount of the judgment heretofore rendered herein in favor of the plaintiff, together with interest thereon from the 3rd day of July, 1933, to the date of sale, at the rate of eight per cent per annum;

Third: The overplus, if any, the Sheriff is ordered to pay into Court for the use and benefit of the parties to whom it may rightfully belong, as the Court shall determine.

That immediately after such sale it shall be the duty of said Sheriff, and he is hereby so ordered, to execute and deliver to the purchaser a deed of conveyance for the mortgaged premises which deed shall be valid and effective to convey all the right, title and interest held or claimed by any and all of the defendants herein in and to said described Real Estate and of all persons claiming under them or any one of them.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy the costs, and any accruing costs of this proceedings, judgment and interest, the residue thereof, so remaining unsatisfied, shall be made out of the goods and chattels, lands and tenements of the defendants, Richard G. Averitt and Ercell Wood Averitt, his wife, or out of the goods and chattels, lands and tenements of either of said defendants, subject to execution, and sale thereof shall be made without relief from valuation or appraisement laws, and as such goods and chattels, lands and tenements are sold on execution.

And further proceedings herein are continued.

EDWIN B. BOOTS)
VS) # 13505 On Account of Change of Venue.
MARSHALL E. WOODHEAD)

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 Seventeen - - - - - -Dollars and five - - - - -Cents, in the case of Edwin B. Boots vs. Marshall E. Woodhead 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

CROWN PRODUCTS CO.)
VS) # 13255 On Account of Change of Venue.
INDIANAPOLIS PLATING &)
MANUFACTURING CO., 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: Fourteen - - - -Dollars and - - - -Cents, in the case of Crown Products Co. vs. Indianapolis Plating & Manufacturing Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of 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

CLARA JONES)
VS) # 13507 On Account of Change of Venue.
JAMES S. YUNCKER)

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 Twenty-Five - - - - - - - - Dollars and Forty-Five - - - -Cents, in the case of Clara Jones vs. James S. Yuncker 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)
VS) # 7200 On Account of Change of Venue.
ROSCOE KARST)

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 Morgan 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 Sixty-Eight - - - Dollars and Thirty - - - -Cents, in the case of State of Indiana vs. Roscoe Karst is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County

of Morgan in said State, and the Auditor of said County of Morgan is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Morgan 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

ANNA HOFFMAN)
VS) # 13361 On Account of Change of Venue
FRANK R. REYNOLDS)

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-Three - - - -Dollars and Thirty - - - -Cents, in the case of Anna Hoffman vs. Frank R. Reynolds 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

HOME DEVELOPMENT CO.)
VS) # 13494 On Account of Change of Venue.
ARTHUR JORDAN LAND 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 Home Development Co. vs. Arthur Jordan Land 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

ROBERT S. STAMM, ET AL.)
VS) # 13455 On Account of Change of Venue.
SEABOARD SURETY CO., 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 Robert S. Stamm, et al. vs. Seaboard Surety Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of 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

CENTRAL SUPPLY COMPANY)
VS) # 13617 On Account of Change of Venue.
H. OLLIE FLACK, ET AL., ETC.)

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 Central Supply Company vs. H. Ollie Flack, et al., etc. 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

CITIZENS NATIONAL BANK & TRUST)
CO. OF TERRE HAUTE, INDIANA.)
VS) # 13722 On Account of Change of Venue.
A. H. HELT, 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 ad-

vised 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 Thirty-Three - - - - Cents, in the case of Citizens National Bank & Trust Co. of Terre Haute, Indiana. vs A. H. Helt, 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

PLUMBERS SUPPLY CO., INC.)
VS.) # 13656 On Account of Change of Venue.
OLLIE FLACK, 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 Thirty-Three - - - - -Cents, in the case of Plumbers Supply Co., Inc. vs. Ollie Flack, 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

INEZ BORTLEIN)
VS) # 13596 On Account of Change of Venue.
COMMERCIAL ACCEPTANCE CO.,)
A CORP.)

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 Thirty-Three - - Cents, in the case of Inez Bortlein vs. Commercial Acceptance Co., A Corp. 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

OLIVE H. WILSON)
VS) # 13734 On Account of Change of Venue.
GEORGE A. ANDERSON)

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 joregoing 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 Olive H. Wilson vs. George A. Anderson 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

A. J. Stevenson Judge 55th Judicial Circuit of Indiana

DESDAMONIA E. STRATTON)
VS) # 13806 On Account of Change of Venue.
CARL H. MC CASKEY)

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 Thirty-Three Cents, in the case of Desdamonia E. Stratton vs. Carl H. McCaskey 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

NELLIE HALDEMAN, ADMR. OF ESTATE)
OF EZRA HALDEMAN, DECEASED.)
VS) # 13595 On Account of Change of Venue.
RED CAB COMPANY)

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 Nellie Haldeman, Admr. of Estate of Ezra Haldeman, Deceased. vs. Red Cab 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 authority for so doing.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana

LOREN CLARK)
VS) # 13623 On Account of Change of Venue.
GULF PIPE LINE CO. OF)
PENNSYLVANIA, A CORP.)

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 Morgan 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 Loren Clark vs. Gulf Pipe Line Co. of Pennsylvania, A Corp. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Morgan in said State, and the Auditor of said County of Morgan is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Morgan 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) # 7319 On Account of Change of Venue.
AARON BRAY)

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. Aaron Bray 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 RAILROADMEN'S BUILDING)
AND SAVINGS ASS'N.)
VS) # 13645 On Account of Change of Venue.
IRA W. ORCUTT, 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 The Railroadmen's Building and Savings Ass'n. vs. Ira W. Orcutt, 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 G. MUELLER)
VS) # 13657 On Account of Change of Venue.
ELIZABETH M. MUELLER)

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 George G. Mueller vs. Elizabeth M. Mueller 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.

CLYDE H. HOYT COMPANY)
VS) # 13607 On Account on Change of Venue.
I. M. MILLS)

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 Boone in said State, and having heard record and other evidence touching the same, and being advised as tothe 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 Clyde H. Hoyt Company vs. I. M. Mills is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone 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 F. DOCHTERMAN, ET AL.)
VS) # 13648 On Account on Change of Venue.
FLETCHER AVENUE SAVING AND)
LOAN ASS'N.)

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 Thirty-Three - - - Cents, in the case of William F. Dochterman, et al. vs. Fletcher Avenue Savings and Loan Ass'n. 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

BURREL SHRAKE)
VS) # 13890 On Account on Change of Venue.
SINCLAIR OIL REFINING)
COMPANY.)

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 Morgan 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 Thirty-Three - - Cents, in the case of Burrel Shrake vs. Sinclair Oil Refining Company is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Morgan in said State, and the Auditor of said County of Morgan is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Morgan 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

ERNEST C. SWAILS)
VS) # 13376 On Account on Change of Venue.
EVA SWAILS)

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 Ernest C. Swails vs. Eva Swails 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 ding.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana

A. A. HARKLASS, ETC.)
VS) # 13799 On Account of Change of Venue.
ADAM S. HORLACHER)

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: Eight - - - Dollars and Sixty-Three - - -Cents, in the case of A. A. Harklass, etc. vs. Adam S. Horlacher 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, ON THE)
RELATION OF MABEL B. ROCKSTROH)
VS) # 13637 On Account on Change of Venue.
INDIANAPOLIS STREET RAILWAY)
EMPLOYEES PENSION FUND ASS'N.)

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: Two Hundred Nine - - - -Dollars and Ten - - - -Cents, in the case of The State of Indiana, on the Relation of Mabel B. Rockstroh vs. Indianapolis Street Railway Employees Pension Fund Ass'n. 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

GEROGE F. SWAIM)
VS) # 12939 On Account on Change of Venue.
FRED CLARK)

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: Three Hundred Thirty-Six - - - -Dollars and Sixty-Five - - - Cents, in the case of George F. Swaim vs. Fred Clark 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

CENTRAL BUILDING & INVESTMENT CO.)
VS) # 13280 On Account on Change of Venue.
WALTER M. EVANS)

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 Central Building & Investment Co. vs. Walter M. Evans 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

CAROLINE H. INGLING)
VS) # 13567 On Account on Change of Venue.
M. O'CONNOR & 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 evidencetouching 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 Caroline H. Ingling vs. M. O'Connor & 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

JOHN G. WEIMER)
VS) # 13766 On Account on Change of Venue.
L. S. AYRES & CO., A CORP.)

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 Thirty-Five - - -Dollars and Twenty-Six Cents, in the case of John G. Weimer vs. L. S. Ayres & Co., A. Corp. 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 PEOPLES STATE BANK, TRUSTEE)
VS) # 13669 On Account on Change of Venue.
ARTHUR W. SUHRE, 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-Two - - - Dollars and Ninety-Six - - - Cents, in the case of The Peoples State Bank, Trustee vs. Arthur W. Suhre, 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

GERTRUDE DICKERSON, AS ADMR. OF)
THE ESTATE OF EGBERT S. DICKERSON)
VS) # 12891 On Account on Change of Venue.
CHICAGO, INDIANAPOLIS &)
LOUISVILLE RAILWAY COMPANY)

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 Thirty-Three - - -Cents, in the case of Gertrude Dickerson, as Admr. of the Estate of Egbert S. Dickerson vs Chicago, Indianapolis & Louisville Railway 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 authority for so doing.

A. J. Stevenson Judge 55th Judicial Circuit of Indiana

CLAYTON BANK & TRUST COMPANY)
VS) # 13207
CANDACIA RICHARDSON)

Comes now the commissioner, John C. Taylor, herein, and files his final 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.

Otis E. Gulley, Special Judge.

CARTER S. BELLENBACH
VS
ELIZABETH HOLLOWAY, if living, if dead the unknown widower, heirs, devisees, legatees and legal representives of ELIZABETH HOLLOWAY, deceased.
AMY MEDDIS RICHARDSON, IF LIVING, if dead the unknown widower, heirs, devisees legatees and legal representative of AMY MEDDIS RICHARDSON, deceased.
ROBERT SALMON, if liveing if dead, the unknown widow, heirs, devisees, legatees and legal represenatives of ROBERT SALMON, deceased
WATS McDANIEL, if living, if dead, the unknown widow, heirs, devisees, legatees and legal represenative of Wats McDaniel deceased.
CALVIN G. McDANIEL, if living if dead the unknown widow heirs, devisees legatees and legal represenative of CALVIN G. McDANIEL deceased.
ELLEN SMITH, if living, if dead the unknown widower, heirs, devisees, legatees and legal represenative of ELLEN SMITH deceased.
JONATHAN SMITH, if living, if dead the unknown widow, heirs, devisees, legatees and legal represenative of JOHATHAN SMITH deceased.
WILLIAM RILEY McDANIEL, if living if dead the widow, heirs, devisees, legatees and legal represenative of WILLIAM RILEY McDANIEL deceased.

13951 Judgt. vs Pltf. for Costs.
J. D. 16, Page 129.

DANIEL PATTERSON, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of DANIEL PATTERSON, deceased.

SARAH PATTERSON, if living if dead the unknown widower, heirs, devisees legatees and legal represenative of SARAH PATTERSON deceased.

REBECCA E. PATTERSON BURNS, if living if dead the unknown widower, heirs, devisees legatees and legal represenative of REBECCA E. PATTERSON BURNS deceased.

JAMES H. BURNS, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of JAMES H. BURNS, deceased.

ELIZABETH PATTERSON HUDDLESTON, if living if dead, the unknown widower, heirs devisees, legatees and legal represenative of ELIZABETH PATTERSON HUDDLESTON, deceased.

FIELDING HUDDLESTON, if living, if dead the unknown widow, heirs, devisees and legatees and legal represenative of FIELDING HUDDLESTON, deceased.

EMMA A. PATTERSON NASH, if living if dead the unknown widower, heirs, devisees legatees and legal represenative of EMMA A. PATTERSON NASH, deceased.

THOMAS J. NASH, if living, if dead, the unknown widow, heirs, devisees, legatees and legal represenative of THOMAS J. NASH, deceased.

IVY PATTERSON GARNER, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of IVY PATTERSON GARNER, deceased.

CHARLES GARNER, if living if dead the unknown widow, heirs, devisees, legatees and legal represenative of CHARLES GARNER, deceased.

SHIELDS M. PATTERSON, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of SHIELDS M. PATTERSON, deceased.

NAOMI HUDDLESTON ARBUCKLE, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of NAOMI HUDDLESTON ARBUCKLE, deceased.

BERT ARBUCKLE, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of BERT ARBUCKLE, deceased.

LETHA HUDDLESTON, if living if dead the unknown widower, heirs devisees legatees and legal represenative of LETHA HUDDLESTON deceased.

LAURA HUDDLESTON CANARY, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of LAURA HUDDLESTON CANARY, deceased.

WILBERT CANARY, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of WILBERT CANARY, deceased.

EVERETT W. HUDDLESTON, if living, if dead the unknown widow, heirs devisees, legatees and legal represenative of EVERETT W. HUDDLESTON, deceased.

DANIEL W. BURNS, if living if dead the unknown widow, heirs, devisees legatees and legal represenative of DANIEL W. BURNS, deceased.

NORA A. BURNS BEAMAN, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of NORA A. BURNS, deceased.

WILLARD E. BREMAN, if living, if dead the unknown widow, heirs, devisees legatees and legal represenative of WILLARD E. BEAMAN, deceased.

ERNEST L. BURNS, if living, if dead the unknown widow, heirs devisees legatees and legal represenative of ERNEST L BURNS, deceased.

JAMES E. BURNS, if living if dead the unknown widow, heirs, devisees legatees and legal represenative of JAMES E. BURNS, deceased.

THOMAS L. BURNS, if living if dead the unknown heirs, devisees legatees and legal represenative of THOMAS L. BURNS deceased.

ROBERT E. BURNS, if living if dead the unknown widow, heirs, devisees legatees and legal represenative of ROBERT E. BURNS deceased.

MARY M. HERBSTER, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of MARY M. HERBSTER deceased.

ELIZA HERBSTER, if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of ELIZA HERBSTER deceased.

CHARLES F. HERBSTER, if living if dead the unknown widow, heirs devisees legatees and legal represenative of CHARLES F. HERBSTER, deceased.

EFFIE M. HERBSTER, if living if dead the unknown widower, heirs devisees legatees and legal represenatives of EFFIE M. HERBSTER, deceased.

EARLA A. HERBSTER, if living if dead the unknown widower, heirs devisees, legatees and legal represenative of EARLA A. HERBSTER deceased.

ETTIE LENPOLD, if living if dead the unknown widower, heirs, devisees legatees and legal represenative of ETTIE LENPOLD, DECEASED.

JOHN M. EDWARDS, if living if dead the unknown widow, heirs, devisees legatees and legal represenative of JOHN M. EDWARDS, deceased.

MARY E. WATT if living, if dead the unknown widower, heirs, devisees legatees and legal represenative of MARY E. WATT, deceased.

Comes now the plaintiff in person, and by his attorney Otis E. Gulley and presents to the court, and files herein proof of publication of notice of all the defendants, which notice and the proof of publication is in words and figures following to-wit: (H.I.) and the court having examined said notice and proof of publication thereof, finds that said notice was duly given, and that the date fixed therein for appearance of said defendants was more than thirty days after three weeks publication of said notice as fixed by endorsement on plaintiff's complaint, which was also more then thirty days after three weeks publication of said notice previous to this date. And now all of said defendants are 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 that the plaintiff, at the commencement of this action was the owner, and in possession of the real estate described in this complaint and that said

plaintiff is now the owner in fee simple of said real estate and that said defendants are claiming an interest in said real estate and are asserting, and attempting to assert claim and title to the same, which said interest and claim of said defendants is adverse to plaintiff's title and interest in said real estate and that the claim of said defendants are unfounded and without right and is a cloud upon plaintiff's title to said real estate and that plaintiff is entitled to have his title to said real estate described in his complaint, quieted as against all of said defendants and against the world.

It is therefore ordered, adjudged and decreed by the court that the plaintiff is the owner in fee simple of the real estate described in his complaint, filed in this cause, which real estate is situated in Hendricks County, State of Indiana, and also described as follows to-wit:

A part of the northeast quarter and a part of the southeast quarter of Section 4, township 16 north of Range 1 east, described as follows to-wit: Beginning at a point 668 feet west of the east half mile stone of said Section 4; thence south 575 feet to the north right-of-way line of the Consolidated Traction Company formerly designated as the Indiana Railroad; thence north 70 degrees and 30 minutes west along the north right-of-way line of said Consolidated Traction Company 2107 feet to the west line of the aforesaid northeast quarter; thence north on said line 1177 feet to the northwest corner of the southwest quarter of the northwest quarter of said Section 4; thence east 450 feet; thence north 20 feet; thence east 46 feet and 8 inches; thence south 20 feet; thence east 163 feet and 4 inches; thence north 1430 feet to the north line of the northeast quarter of said section 4; thence east 658 feet on the north line of said section 4, to the northeast corner of the northwest quarter of the northeast quarter of said section 4; thence south 1430 feet to the center of the northeast quarter of said section 4; thence east 660 feet; thence south 1342 feet to the place of beginning, containing 91.87 acres more or less.

It is further adjudged and decreed by the court that the claim of each and all of the defendants to any right, title or interest to said real estate is without right and unfounded. It is further adjudged and decreed by the Court that the title of the plaintiff to said real estate, be, and the same is hereby quieted and forever set at rest as against each and all of said defendants and against the world.

It is further considered and adjudged that the plaintiff pay the costs of this action taxed at $_____and _____cents.

NANCY A. LOCKHART)
VS) # 13900
OSCAR B. LOCKHART, ET AL.)

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

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

And the Court now grants permission to have papers withdrawn from the files.

Partial fee fee for Atty fee allowed on #13900 Dec 22 Judgt Docket 16 Page 130

ELSIE F. MONTGOMERY)
VS) # 13803 Judgt. vs Deft. for $1500.00 and Costs.
WHEN BUILDING CO., A CORP.) J. D. 16, Page 130.

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being duly advised, now finds for the plaintiff and that there is due the plaintiff for damages the sum of $1500.00, and that the said plaintiff, Elsie F. Montgomery, is entitled to a judgment against the defendant, When

Building Company, A Corporation, the sum of $1500.00, 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, When Building Company, A Corporation, the sum of $1500.00, together with the costs for this action, taxed at _____ dollars and _____cents.

TAYLOR H. DOLEN) Judgt. vs Ralph A. Sandy and Ralph Arnold for $145.97 and
VS) # 13756 costs.
E. J. SCOTT) J. D. 16, Page 130.
W. E. McKEE) Judgt. vs Ralph A. Sandy and Ralph Arnold for $840.13 in favor of E. J. Scott and W. E. McKee, and costs.
RALPH A. SANDY) J. D. 16, Page 130.
RALPH ARNOLD)

Comes now the parties and this cause having been set for trial the same is now submitted to the court for trial finding judgment and decree, and the Court having heard the evidence and being duly advised finds for the plaintiff on his complaint against the defendants Ralph A. Sandy and Ralph Arnold, and the court finds against the plaintiff and for the defendants E. J. Scott and W. E. McKee on plaintiff's complaint, and that there is due the plaintiff from the defendants Ralph A. Sandy and Ralph Arnold on the account sued upon the sum of $110.97, which amount the plaintiff is entitled to have and recover of and from the defendants, together with costs.

The court further finds that said sum is secured by a Thresherman's lien on 88 bushels of clover seed and that the plaintiff is entitled to have said lien foreclosed and the cloverseed sold.

The court further finds that $35.00 is a reasonable fee for the services of plaintiff's attorney, which amount the plaintiff is entitled to have and recover from the defendants together with the principal sum due.

The court further finds for the defendants E. J. Scott and W. E. McKee on their cross-complaint and against the cross-defendants Taylor H. Dolen, Ralph A. Sandy and Ralph Arnold, and that there is due the cross-complainants from the defendants Ralph A. Sandy and Ralph Arnold on the notes sued upon in principal and interest the sum of $740.13 and the further sum of $100.00 as a reasonable fee for cross-complainants attorneys, which sums the cross-complainants are entitled to have and recover of and from the defendants Ralph A. Sandy and Ralph Arnold together with costs.

The court further finds that said sums are secured by a landlord's lien upon certain hay, grain and seed grown on said premises and that the cross-complainants are entitled to have said lien foreclosed and the personal property sold, which personal property consists of approximately 800 bushels corn, 500 bushels oats, 33 ton of hay and 88 bushels of clover seed.

The court further finds that the crops, other than the 88 bushels of clover seed, should be sold first and the proceeds applied to the payment of the cross-complainants lien, or so much thereof as may be necessary to pay and satisfy said lien, in the event said personal property, other than the clover seed fails to sell for a sum sufficient to fully pay and satisfy said cross-complainants lien, then the 88 bushels of clover seed should also be sold, and such sums as are necessary to pay the balance of said claim should be applied thereto, and the remainder of said clover seed shall be sold and the proceeds applied to the payment of the claim and lien of this plaintiff. In the event

the crops, other than the clover seed, should sell for a sum sufficient to pay and satisfy the lien of the cross-complainants then the 88 bushels of clover seed, or so much thereof, as may be necessary to pay and satisfy the lien of this plaintiff shall be sold and the proceeds applied to the payment of said lien and costs.

It is therefore ordered, adjudged and decreed by the court that the plaintiff recover of and from the defendants, Ralph A. Sandy and Ralph Arnold the sum of $145.97, and that the thrasherman's lien held by said plaintiff on 88 bushels of clover seed be and the same is hereby foreclosed subject to the landlord's lien held by the defendants E. J. Scott and W. E. McKee.

It is further ordered, adjudged and decreed by the court that the defendants, and cross-complainants, E. J. Scott and W. E. McKee recover of and from the defendants and cross-defendants, Ralph A. Sandy and Ralph Arnold the sum of $840.13, and that the landlord's lien held by the said E. J. Scott and W. E. McKee on all of the crops above set out, be, and the same is hereby foreclosed, and so much of all of said crops as is necessary to be sold to pay the amount due said E. J. Scott and W. E. McKee, shall be sold free and discharged of any right, title or interest claimed by said plaintiff on account of his thrasherman's lien.

It is further ordered, adjudged and decreed by the court that said crops above described and set out, be sold on execution, duly issued by the Clerk of the Hendricks Circuit Court, as may be requested by said defendants and cross-complainants E. J. Scott and W. E. McKee, and the plaintiff in their order heretofore set out in the findings of the court herein, and that out of the proceeds of the sale of the corn, oats and hay, the Sheriff making said sale shall first pay the costs of this action, and if the amount received from the sale of said corn, oats and hay is sufficient to more than pay said costs and to pay the amount of the landlord's lien found to be due the said E. J. Scott and W. E. McKee together with interest thereon, then said excess amount shall be paid to the defendants, Ralph A. Sandy and Ralph Arnold. If the proceeds of the sale of the corn, oats and hay is not sufficient to pay the cost of this action and the amount due the said E. J. Scott and W. E. McKee on the landlord's lien, then the Sheriff shall sell said 88 bushels of clover seed, or so much thereof as will be necessary to pay the balance due the said E. J. Scott and W. E. McKee on their landlord's lien and to pay the entire amount together with interest thereon, of the thrasherman's lien due the plaintiff in this action, together with interest thereon, and if any amount remains over and above the amount necessary to pay all costs and liens as herein found and adjudged to be due then said surplus shall be paid to Ralph A. Sandy and Ralph Arnold, and if the amount received from the sale of said crops as herein ordered is not sufficient to pay the costs and judgment rendered herein then the sheriff shall levy on the personal goods and chattles of the said defendants, Ralph A. Sandy and Ralph Arnold, subject to execution, and shall sell so much of said goods and chattles as may be necessary to satisfy said judgment and costs in full.

URBAN V. MOORE)
VS) # 13804 Judgt. vs Deft. for $10,000.00 and Costs.
INDIANAPOLIS POWER) J. D. 16, Page 130.
& LIGHT COMPANY.)

Come now the parties, by counsel, and the Court hears arguments on the motion for a new trial, heretofore filed.

And the Court being duly advised, now overrules the motion for new trial, to which ruling the defendant objects and excepts. And the Court renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the Court that the plaintiff have and recover of and from the defendant the sum of $10,000.00, together with interest thereon from March 1st, 1933 and costs of this action, taxed at _____ dollars and _____cents.

And now the defendant prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal, and fixes the appeal bond at $12,000.00. And now the defendant suggests the name of The Fidelity and Casualty Company as surety, which surety the Court now approves, and sixty days are given in which to file bond and ninety days are given in which to file bill of exceptions.

GENERAL COURT ALLOWANCE FOR THE MAY TERM, 1933.

J. E. Airhart, Bailiff	$ 133.65
Frank Tucker, Clerk	107.25
Lewis L. Pounds, Sheriff	107.25
Helen Harris, Court Reporter	238.24
Lawyers' Co-Operative Publishing Co. - Library	17.50
West Publishing Company - Library	20.00
American Law Book Company - Library	18.00
Charles V. Sears, Special Judge	20.00
JURY:	
Roy H. Nichols	49.80
Theodore Kersey	47.90
Everett Heald	4.50
Granville Leach	47.20
James F. Ballard	51.40
Logan Owen	51.10
James De Atley	52.80
E. F. Bulion	44.60
G. A. Adams	47.20
William Lydick	30.20
Asbury Mood	34.20
Horace Scott	28.20
Herman Cline	36.80
Harry Dickerson	9.30
Roy Hodson	36.10
C. L. Hadley	33.40
Orville Applegate	7.70
Merle English	9.50

Wednesday, July 5th, 1933, and the 57th day of the May Term, 1933.

Stanley Hadley		$ 12.00
George Joseph		7.00
Ora Pope		9.00
Glen B. Tharp		3.10
East Side Restaurant	Meals	11.40
J. W. Houseman	1 Meal	6.50
T O T A L.		$1332.79

BLANCHE E. KIPP)
VS) # 13956 Judgt. vs Defts. for $1000.00 and Costs.
INDIANAPOLIS BOARD OF) J. D. 16, Page 131.
TRADE, ET AL.) (This judgment is set aside. See page 559 of this record) (for modified judgment.)

Come now the parties, by counsel, and by agreement of said parties, the Court now finds for the plaintiff and that there is due the plaintiff from the defendants on the contract sued upon, the sum of $1000.00, and that the plaintiff is entitled to a judgment against the defendants, Indianapolis Board of Trade, Teresa Kipp and James H. Trimble, 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 defendants, Indianapolis Board of Trade, Teresa Kipp and James H. Trimble, the sum of $1000.00, together with the costs for 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 September Term, 1933, of said court.

And Court adjourned until court in course,

Records read and signed in open court.

C. J. Stevenson, Judge.

BE IT REMEMBERED, That on the 7th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following precipe was filed herein:

State of Indiana)
) ss:
County of Hendricks)

In the Hendricks Circuit Court,
In Vacation, July 7, 1933.

Standard Oil Company,
Plaintiff.
v.
Fidelity & Deposit Company of Maryland;
Raymond Stout,
Administrator of the estate of
Clifford Jones, Deceased;
Robert Williams,
Surviving partner of the partnership
doing business under the firm name
and style of Paoli Transfer Company;
U. R. Price,
Whose christian name is to plaintiff
unknown,
George W. Miller,
Ralph Rogers, and
L. A. Baker,
Whose christian name is to plaintiff
unknown,
Partners doing business under the
firm name and style of U. R. Price &
Company,
Defendant.

Cause No. 13830
Precipe For Transcript on
Appeal to Appellate Court

To: Frank Tucker,
Clerk of Hendricks Circuit Court

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, including the original Bill of Exceptions without copying the same, the order book entries of all orders and rulings, and all judgments and the final judgment in the above entitled cause, and certify to the same to be used on appeal to the Appellate Court of the State of Indiana.

Regester & Regester
Archie Kahl
Attorneys for appealing defendants.

Attest: Frank E. Tucker, Clerk.

BE IT REMEMBERED, That on the 7th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

HOMER K. SCHWINDLER)
VS) # 13944
PAUL TOMLINSON)

Comes now Charles C. Baker, herein, and withdraws his appearance for

the defendant.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 7th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

MIDLAND ACCEPTANCE)
CORP. OF INDIANA.)
VS) 13953
CECIL HELTON.)

Comes now the plaintiff, by counsel, in Vacation, and files motion to strike out defendant's counter-claim, which motion is in the words and figures following, to-wit: (H.I.).

The 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.).

And said plaintiff also files demurrer to third paragraph of answer, which demurrer is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 7th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

ROBERT A. HART)
VS) # 14005
JOSEPHINE K. HART)

Comes now the defendant, by counsel, and files answer and cross-complaint in Vacation, which answer and cross-complaint is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 12th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge, the following proceedings were had herein, viz:

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. MC KINLEY, BANK)
COMMISSIONER OF THE STATE OF)
INDIANA.)
VS) # 13929
CITIZENS BANK OF AMO, INDIANA.)

Comes now The Danville Trust Company by Charles Z. Cook, Secretary, the duly appointed, qualified and acting receiver of The Citizens Bank of Amo, Indiana, and files its verified petition asking for an order authorizing it to sell certain personal property, which petition is in the words and figures following, to-wit:

STATE OF INDIANA,)
) SS:
HENDRICKS COUNTY.

IN THE HENDRICKS CIRCUIT COURT, 1933.

State of Indiana On The Relation Of
Richard A. McKinley, Bank Commissioner
Of The State of Indiana,
VS. No. 13929:
Citizens Bank Of Amo, Indiana.

Comes The Danville Trust Company, the duly appointed, qualified and acting receiver of the foregoing defendant bank and respectfully shows the court:-

That as such receiver it has duly inventoried, and had appraised, all of the property, both real and personal, belonging to said bank; that among the assets thereof, duly inventoried and appraised, is the following list of Furniture, Goods And Chattels:-

One Adding Machine;
One Burrows Posting Machine;
One Lighting Check Writer;
One Clock;
One Steel Filing Case;
One Steel Safe, time lock attachment;
One Vault Door, combination;
One Long Leg Table;
Two Flat Top Tables;
Six Arm Chairs;
Three Small Charts;
One Stool Chair;
One Stool;
One Counter With Cabinets And Grille Work Front;
One Partition With Doors And Glass;
One Black Board;
One Card Case File;
One Counter Check Case, metal;
One Money Tray, wood;

That said several articles were appraised at a total value of $100.00;

Your petitioner further shows the court that said articles are no longer needed in the administration of said receivership and that the same should be sold; that your petitioner is of the opinion that said articles can be sold to a better advantage at private than at public sale.

Wherefore, your petitioner prays for an order of the court authorizing him to sell said several articles at private vendue for not less than their full appraised value and upon such terms and conditions as to notice and terms of payment as the court shall deem most advantageous to the trust.

(SEAL) The Danville Trust Co. Receiver
Citizens Bank Amo Indiana, By
Chas. Z. Cook, Secretary.

State of Indiana, Hendricks County, SS:

Be it remembered that on the 11th. day of July, 1933, before me, a Notary Public in and for the county and state aforesaid personally appeared Charles Z. Cook, Secretary of The Danville Trust Company receiver of Citizens Bank of Amo, Indiana, to me personally known to be such secretary of said Trust Company and as such secretary swears that the facts and statements in the foregoing petition are true, in substance and in fact so help him God.

(SEAL) Chas. Z. Cook, As the Secretary
of The Danville Trust Company.

Subscribed and sworn to before me this 11th. day of July, 1933.

My Com. Exp. Jan. 3rd. 1935, Zimri E. Dougan,
Notary Public.

And the Court having examined said petition and being duly advised in its premises, said petition is now approved by the following indorsement thereon, which is as follows: 7/12/33 Examined and approved. Sale ordered at private sale, for

cash & without notice. A. J. Stevenson, Judge.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 13th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

BALKE & KRAUSS COMPANY)
VS) # 13914 ENTRY
AMERICAN LIABILITY & SURETY COMPANY)
WESTERN & SOUTHERN INDEMNITY COMPANY)
J. G. KARSTEDT CONSTRUCTION CO. INC.)
C. C. SHIPP, RECEIVER, J. G. KARSTEDT)
CONSTRUCTION CO., INC.)

That afterwards, to-wit, on the 13" day of July, 1933, the Hendricks Circuit Court being in vacation, the following proceedings were had in the said cause:

That defendants, Western & Southern Indemnity Company and American Liability & Surety Company now file their appeal bond, payable to the plaintiff, in the sum of $5,000.00, with Aetna Casualty & Surety Company, as surety thereon, which bond is in the penalty heretofore named by the court and with the surety heretofore approved by this court, and the filing of the said bond is within the time heretofore granted by this court, which said bond is in the words and figures as follows:

Know all men by these presents, that we Western and Southern Indemnity Company and American Liability & Surety Company, as principals and Aetna Casualty and Surety Company, in the penal sum of Five Thousand Dollars ($5000.00), to the payment of which, well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of July, 1933.

The condition of the above obligation is such that whereas, heretofore, to-wit: On the 26th day of May, 1933, the said Balke & Krauss Company in the Hendricks Circuit Court of Hendricks County, Indiana, recovered a judgment against the said Western & Southern Indemnity Company and American Liability & Surety Company for the sum of Three Thousand Seven Hundred and Eighteen Dollars and seventy-four cents ($3718.74), and costs of said suit, from which said judgment of said Hendricks Circuit Court, the said Western & Southern Indemnity Company and American Liability & Surety Company appealed to the Appellate Court of Indiana.

Now if the Western & Southern Indemnity Company and American Liability & Surety Company shall well and truly prosecute said appeal and abide by and pay the judgment and costs which may be rendered or affirmed against the said Western & Southern Indemnity Company and American Liability & Surety Company, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

THE WESTERN & SOUTHERN INDEMNITY CO. (SEAL)

By Chas B. Drake

Asst Secy

(SEAL) THE AETNA CASUALTY AND SURETY COMPANY

By: M. M. Moran

Attorney-in-Fact.

And the defendants, Western & Southern Indemnity Company and American Liability & Surety Company now file their precipe, directing the Clerk of the Hendricks Circuit Court to prepare and certify for appeal a transcript of all of the record in this cause, which precipe is in the words and figures as follows:

STATE OF INDIANA : IN THE HENDRICKS CIRCUIT COURT
:SS
COUNTY OF HENDRICKS: IN VACATION - 1933

CAUSE NO. 13914

BALKE & KRAUSS COMPANY,

Plaintiff,

-vs-

AMERICAN LIABILITY & SURETY COMPANY
WESTERN & SOUTHERN INDEMNITY COMPANY
J. G. KARSTEDT CONSTRUCTION CO., INC.
C. C. SHIPP, Receiver, J. G. Karstedt
Construction Co., Inc.,

Defendants.

PRAECIPE

To the Clerk of the
Hendricks Circuit Court:-

You are hereby directed to propare a transcript of the record for an appeal to the Appellate Court of Indiana, in Cause No. 13914, in the Circuit Court of said County of Hendricks, State of Indiana, entitled: "Balke & Krauss Company vs. American Liability & Surety Company, et al", and to include therein the following:

A transcript of the entire record of the proceedings in the above entitled cause, and to include therein, all papers and pleadings filed and on file, the motion for new trial and the ruling thereon of the court, the order book entries, all orders and rulings of the court, all bills of exceptions, and the final judgment in the above entitled cause, and certify to the same, to be used on appeal to the Appellate Court of the State of Indiana.

Louis E. Smith

Donald L. Smith

Attorneys for

American Liability & Surety Company

Western & Southern Indemnity Company

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 19th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STANDARD OIL CO.)
VS) # 13830 ENTRY
FIDELITY & DEPOSIT)
CO. OF MARYLAND,)
ET AL.)

That afterwards, to-wit, on the 19th day of July, 1933, the Hendricks Circuit Court being in vacation, the following proceedings were had in the said cause:

The defendants, U. R. Price, Ralph Rogers and Fidelity & Deposit

Company of Maryland, now file their appeal bond, payable to the plaintiff, in the sum of One Thousand Dollars, with United States Fidelity & Guaranty Company of Baltimore, Maryland, as surety thereon, which bond is in the penalty heretofore named by the court and with the surety heretofore approved by this court, and the filing of the said bond is within the time heretofore granted by this court, and which said bond is in the words and figures as follows:

State of Indiana)
)ss:
County of Hendricks)

In the Hendricks Circuit Court,
May Term, 1933.

Standard Oil Company,)
Plaintiff)
v.)
Fidelity & Deposit Company of Maryland;)
Raymond Stout,)
Administrator of the estate of)
Clifford Jones, Deceased;)
Robert Williams,)
Surviving partner of the partnership)
doing business under the firm name)
and style of Paoli Transfer Company;)
U. R. Price,)
Whose christian name is to plaintiff)
unknown,)
George W. Miller,)
Ralph Rogers, and)
L. A. Baker,)
Whose christian name is to plaintiff)
unknown,)
Partners doing business under the)
firm name and style of U. R. Price &)
Company,)
Defendants.)

Cause No. 13830
APPEAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, U. R. Price, Ralph Rogers and Fidelity & Deposit Company of Maryland, as Principals, and United States Fidelity & Guaranty Company of Baltimore, Maryland, as Surety, are held and firmly bound unto Standard Oil Company, plaintiff in the above entitled cause, in the penal sum of One Thousand Dollars ($1000.00), for payment of which well and truly to be made, we bind ourselves, our heirs, personal representatives and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 15 day of July, 1933.

The condition of the above obligation is such that whereas on the 22nd day of June, 1933, Standard Oil Company, palintiff in the above entitled cause, recovered judgment against the above bound U. R. Price, Ralph Rogers and Fidelity & Deposit Company of Maryland, defendants in said cause, in the circuit court of the County of Hendricks, for the sum of Six Hundred seven Dollars and thirty seven cents ($607.37), together with costs of said suit taxed at $_____, and from which said judgment the said U. R. Price, Ralph Rogers and Fidelity and Deposit Company of Maryland have appealed to the Appellate Court of the State of Indiana.

Now if the said U. R. Price, Ralph Rogers and Fidelity & Deposit Company of Maryland will duly prosecute their said appeal to effect and abide by and pay the judgment and costs which may be rendered or affirmed against them in said cause on such appeal, then this obligation is to be void; otherwise to be and remain in full force and effect.

U. R. Price
Ralph Rogers
FIDELITY & DEPOSIT CO. OF MD (SEAL)
By E. R.
Vice-President

Attest
Chas. H. McComas
Chas. H. McComas, Asst. Secty.

UNITED STATES FIDELITY AND GUARANTY COMPANY (SEAL)
By Reed
Attorney-in-fact

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 19th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

IN THE HENDRICKS CIRCUIT COURT
CAUSE No. 13804

URBAN D. MOORE)
vs.)
INDIANAPOLIS POWER & LIGHT COMPANY)

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT,
HENDRICKS COUNTY, STATE OF INDIANA:-

You are hereby directed to prepare a transcript of the record for an appeal to the Appellate Court of Indiana in cause No. 13804 in the Circuit Court of said County of Hendricks, State of Indiana, entitled " URBAN D. MOORE v. INDIANAPOLIS POWER & LIGHT COMPANY", in which final judgment was entered on the 1st day of March, 1933, and to include therein the following: a transcript of the entire record, and to embrace and include in the transcript the original bill of exceptions instead of a copy thereof.

INDIANAPOLIS POWER & LIGHT COMPANY.
By White Wright & Boleman
Edgar M. Blessing
Its Attorneys.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 22nd day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

JOHN W. TWITTY.)
VS) # 12794
HERMAN B. ROSS, ET AL.)

Come now, Rappaport, Kipp and Lieber, herein, and file their appearance for the plaintiff, which appearance is in the words and figures following, to-wit: (H.I.). And now said attorneys for the plaintiff, file a precipe for transcript of

record, which precipe is in the words and figures following, to-wit:

STATE OF INDIANA)
) ss: IN THE HENDRICKS CIRCUIT COURT.
HENDRICKS COUNTY)

JOHN W. TWITTY,)
)
vs.) NO. 12794.
)
HERMAN B. ROSS, et al.)

TO THE CLERK OF THE HENDRICKS
CIRCUIT COURT, HENDRICKS COUNTY,
STATE OF INDIANA:

You are hereby directed to prepare a transcript of the record for an appeal to the Appellate Court of Indiana, in cause numbered 12794 in the Circuit Court of said County of Hendricks, State of Indiana, entitled John W. Twitty vs. Herman B. Ross, et al, in which final judgment was rendered on June 24th, , 1933, and to include therein the following:

A transcript of the entire record, and incorporating therein the original bill of exceptions, without copying. JOHN W. TWITTY,

By Cassatt Martz
Rappaport, Kipp & Lieber
His Attorneys.

Attest: Frank Tucker Clerk.

BE IT REMEMBERED, That on the 19th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7326
JESSIE ELMORE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Jessie Elmore, in his own proper person, and said defendant being duly arraigned before the Court in Vacation, for his plea says that he is guilty as charged in the affidavit.

And the Court now takes this cause under advisement.

Attest: Frank Tucker, Clerk

BE IT REMEMBERED, That on the 25th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

NORBERT A. WAGNER)
VS) # 13884
MILDRED NEGLEY)
CLAUDE NEGLEY)

Comes now the plaintiff, by counsel, and files motion to dismiss this cause of action 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 26th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

EDITH D. RICHESON)
VS) # 14027
LEONARD RICHESON)

Comes now the defendant, by counsel, and files verified petition for restraining order, which verified petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition, the same is now set for hearing, Saturday, July 29th, 1933, at 2:00 o'clock P. M.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 26th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STANDARD OIL CO.)
VS) # 13830
FIDELITY & DEPOSIT CO.)
OF MARYLAND, ET AL.)

Come now the defendants, U. R. Price, Ralph Rogers and the Fidelity & Deposit Company of Maryland, by counsel, and present to the Judge in Vacation, and within the time allowed, their Bill of Exceptions containing all of the evidence.

And the Judge having seen and examined said transcript and being duly advised in the premises, does now sign the same as a Bill of Exceptions in said cause containing all of the evidence and orders that the same be filed with the Clerk and made a part of the records in said cause as such Bill of Exceptions containing all the evidence produced and given at the trial of said cause.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 27th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

CITIZENS BUILDING LOAN)
FUND AND SAVINGS ASS'N.)
OF DANVILLE, INDIANA) # 13790
VS.) DECREE - APPOINTING RECEIVER
CLARENCE M. GENTRY and)
NORMA DEE GENTRY.)

Comes now the Plaintiff by Counsel and it appearing to the Court by the summons herein and the endorsement of the Sheriff thereon, that said Defendants Clarence M. Gentry and Norma Dee Gentry, his wife were each personally served with notice of the filing and pendency of this petition and the date fixed for the hearing thereon which summons together with the endorsement of the Sheriff thereon is in words and figures as follows, to-wit: (H.I.)

And it appearing by endorsement on said petition that the same was set for hearing on July 24th, 1933.

And by agreement of the parties the hearing was fixed for 3:00 o'clock P. M. July 26th 1933 in chambers. And on said last mentioned date the Plaintiff appearing by Counsel and the defendants being represented by Clarence M. Gentry, in person. And the Court having heard the evidence and being duly advised in the premises finds that the allegations as set forth in said petition are true and that a Receiver should be appointed to bring and defend actions; to take and keep possession of said property, collect the rents and profits therefrom and apply the proceeds to the repair of the property and the payment of taxes accruing thereon, and to do such acts respecting the property, as the court or the Judge thereof may authorize.

It is therefore ordered adjudged and decreed by the Court that a Receiver be appointed and that he give bond in the sum of $500.00 for the faithful discharge of his duties as such.

And now the Court appoints William J. Thompson as such Receiver. And now comes said William J. Thompson and presents to the Court and files his bond as such Receiver as provided with John C. Taylor and Daniel F. Roberts as sureties thereon, which bond is now duly approved by the Court and is in the words and figures as follows (H.I.) and now said William J. Thompson is duly sworn to faithfully discharge his duties as such Receiver and he files a copy of his oath which is as follows (H.I.). And now said Receiver is duly authorized to proceed with the execution of the said Trust and is directed to report his doings as such Receiver on termination of his trust to the Court.

And further proceedings herein are continued.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 13830
FIDELITY & DEPOSIT)
COMPANY OF MARYLAND,)
ET AL.)

Come now the defendants, U. R. Price, Ralph Rogers and the Fidelity & Deposit Company of Maryland, by counsel, and pursuant to the order and direction of the Judge and after signature and approval thereof by the Judge of said Court, and within the time allowed by the Court for said purpose, said Bill of Exceptions is filed with the Clerk of said Court and made a part of the records in said cause and the same so examined, approved and found by the Judge to be correct, is ordered to be certified by the Clerk of this Court without copying, as a part of the record in this cause and is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7400
FAY BOWLES)
BERNIE BATES)
DONALD CALDWELL)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and come also the defendants, in their own proper person, and each being duly arraigned before the Court in Vacation, for his plea, says that he is guilty as charged in the affidavit.

And now the Court takes this cause under advisement.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

MARIE RUSSELL)
VS) # 14033
MILTON RUSSELL)

Comes now the plaintiff, by counsel, and files verified petition for a restraining order, which verified petition is in the words and figures following, to-wit: (H.I.).

And the Court having examined said petition and being duly advised, now approves the same and orders restraining order issued until further notice, which restraining order is as follows:

STATE OF INDIANA — IN THE HENDRICKS CIRCUIT COURT
HENDRICKS COUNTY — IN VACATION 1933
MARIE RUSSELL
VS — RESTRAINING ORDER
MILTON RUSSELL

Comes now the plaintiff in the above entitled cause and files her verified affidavit herein, praying for a restraining order, and which said verified affidavit is in the words and figures as follows:

AFFIDAVIT FOR RESTRAINING ORDER

STATE OF INDIANA — IN THE HENDRICKS CIRCUIT COURT
HENDRICKS COUNTY — IN VACATION 1933
MARIE RUSSELL
VS
MILTON RUSSELL

Marie Russell, being first duly sworn upon her oath says that she is the plaintiff in the above entitled cause of action; that she has eight children, the fruits of said marriage of plaintiff and defendant.

This affiant further says that she has a good and meritorious cause of action as set out and alleged in her complaint herein, and that this affiant is entitled

to a divorce from said defendant on the grounds alleged in her complaint.

This affiant further says that this defendant is cruel and inhuman to this plaintiff, to wit: that he has threatened bodily harm to her, and that he has made statements that he wished she would die; that he has struck her and attempted to throw rocks at said plaintiff; that he has made the statement that he would beet her to death if she ever came in the house again.

Affiant further says that said defendant is quarrelsome and abusive to the children of this plaintiff and defendant, and that he frightenes them on different occasions.

Affiant further says that he has a bad temper, and as a result there of is quarrelsome unless every thing goes to please him. That when he is quarrelsom he threatens bodily harm.

Affiant further says that the conduct of this defendant toward this plaintiff as described makes her afraid of this defendant, and that she fears great bodily harm from him, if he is allowed to be around and near this plaintiff.

WHEREFORE, this affiant asks that said defendant be restrained from coming to the house of this plaintiff, and or bother her at any time, or place, from threatening her or attempting to inflict any form of bodily harm upon said plaintiff, or the children of said plaintiff and defendant, and all other proper relief.

Marie Russell

Subscribed and sworn to before me this 28th day of July 1933

My. Comm. expires 12-31-34 John A. Kendall, Pros. Atty.

And this proceeding being submitted to the Court on said verified affidavit on such application for a restraining order, and the Court being duly advised in the premises, finds for the plaintiff and finds that the plaintiff is entitled to a restraining order as therein prayed for.

It is therefore ordered and considered by the Court that said defendant be, and he is, hereby restrained from entering or trespassing upon the following described real estate, said property belonging to this plaintiff and defendant, in said County and State; to-wit: D.& P addition, Lot 11, No. of Square of Block 4, in the town of Plainfield;

It is further ordered and considered by the Court that said defendant be, and he is hereby restrained from meeting up with this plaintiff at any time or place, or inflicting or attempting to inflict any form of bodily harm upon this said plaintiff, or become quarrelsome in any manner with this said plaintiff.

It is furthered ordered that there issue to the Sheriff of said County a certified copy of this order, and that he be, and is, hereby directed to serve the same forthwith and make due return thereof.

A. J. Stevenson

Judge Hendricks Circuit Court

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7326 Judgt. vs Deft. for Costs.
JESSIE ELMORE) J. D. 16, Page 131.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney,

and comes also the defendant, Jessie Elmore, in his own proper person, and the said defendant having heretofore plead guilty, and the Court now being duly advised, now renders judgment on the defendant in Vacation.

It is, therefore, now adjudged and decreed by the Court that the defendant, Jessie Elmore, for the offense by him committed be and he is imprisoned in the 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.

And now the Court suspends the sentense to prison during good behavior, and the said defendant, Jessie Elmore, is released to the custody of the State Conservation Department for Veterans relief, and until further order of the Court.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 29th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

EDITH D. RICHESON)
VS) # 14027 Judgt. vs Deft. for $25.00 Pltf's. Atty's. Fees and $15.00 per Week.
LEONARD RICHESON) J. D. 16, Page 131.

Comes now the defendant, by counsel, and files petition for order fixing allowance, which petition is in the words and figures following, to-wit: (H.I.). And now comes the plaintiff, by counsel, and files petition for suit money, which petition is in the words and figures following, to-wit: (H.I.). And said parties being present, in person and by counsel, the issues are now submitted to the Court for trial, finding and judgment without the intervention of a jury.

And the Court now having heard the evidence and being duly advised, finds against the defendant on his petition for an injunction, and the Court further finds for the plaintiff on her petition for an allowance, and that the defendant should pay to the plaintiff for her support during the pendency of this action, the sum of $15.00 per week, and that the first payment should be payable on or before the 4th day of August, 1933, and a like sum each week thereafter until further order of the Court. The Court further finds that said defendant should pay the plaintiff for her attorneys, the sum of $25.00, said payment to be made on or before September 1st, 1933.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Leonard Richeson, pay to the plaintiff, Edith D. Richeson for her support during the pendency of this action, the sum of $15.00 per week, and that the first payment be made on or before the 4th day of August, 1933, and a like sum each week thereafter until further order of the Court.

It is further ordered and adjudged by the Court that the defendant, Leonard Richeson pay the plaintiff, Edith D. Richeson for her attorneys, the sum of $25.00, said payment to be made on or before September 1st, 1933.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 29th day of July, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein,viz:

STATE OF INDIANA)
VS) # 7400 Judgt. vs Defts. for Costs.
FAY BOWLES) J. D. 16, Page 131.
BERNIE BATES)
DONALD CALDWELL)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper person, and the said defendants having heretofore plead guilty, and the Court being duly advised, now finds that the said defendants are guilty of the crime of grand larceny.

Whereupon, the Court finds that the defendants, Donald Caldwell and Fay Bowles, for the offense by them committed, be each imprisoned in the Indiana Reformatory for a period of not less than one year nor more than ten years, and that they should pay the costs of this action.

And the Court further finds that the defendant, Bernie Bates, age eighteen years, be imprisoned in the State Penal Farm for a period of six months, and that he should pay the costs of this action, and that each defendant stand committed until the same are staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendants, Donald Caldwell and Fay Bowles, for the offense by them committed, each be and he is imprisoned in the Indiana Reformatory for a period of not less than one year nor more than ten years, and that each pay the costs of this action, taxed at _____ dollars and _____cents.

And it is further considered, ordered and adjudged by the Court that the defendant, Bernie Bates, 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, and that each defendant stand committed until the same are staid or paid.

Attest: Frank Tucker Clerk.

BE IT REMEMBERED, That on the 2nd day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7401
NOBLE THOMPSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and before the Judge in Vacation, is now arraigned and for his plea says that he is not guilty. And the Judge now fixes his bond in the sum of $1500.00.

Attest: Frank Tucker Clerk.

BE IT REMEMBERED, That on the 5th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

ALBERT G. RISK)
VS) # 14037
EDNA H. RISK)

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

And the Court having examined said affidavit and being duly advised in its premises, now orders restraining order issued, which restraining order is as follows:

STATE OF INDIANA IN THE HENDRICKS CIRCUIT COURT
HENDRICKS COUNTY IN VACATION 1933

ALBERT G. RISK
VS RESTRAINING ORDER
EDNA H. RISK

Comes now the plaintiff in the above entitled cause and filed his verified affidavit herein, praying for a restraining order, and which said verified affidavit is in the words and figures following, (H.I.)

And this proceeding being submitted to the Court on said verified affidavit on such application for a restraining order, and the Court being duly advised in the premises finds for the plaintiff and finds that the plaintiff is entitled to a restraining order as therein prayed for.

It is therefore ordered and considered by the Court that said defendant be, and she is , hereby restrained selling or disposing of any of the personal property as listed and named in said verified affidavit for a restraining order.

It is further ordered be, and she is hereby restrained from mutilating in any way or inflicting any harmful injuries to the live stock named in said affidavit for restraining order.

It is furthered ordered that there issue to the Sheriff of said County a certified copy of this order, and that he be, and is, hereby directed to serve the same forthwith and make due return thereof.

A. J. Stevenson,
Judge Hendricks Circuit Court.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7399
PAUL HURT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Paul Hurt, in his own proper person, and before the Court in Vacation being duly arraigned, the defendant for his plea says that he is guilty.

And the Court being duly advised and before judgment is entered on said plea, now releases and paroles the said defendant, Paul Hurt, to the National Conservation

Department, for ex service men, on condition that $25.00 per month be allotted to said c children of defendant.

And this cause is continued until further order.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 4th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. MC KINLEY, BANK)
COMMISSIONER OF THE STATE OF)
INDIANA.)
VS) # 13929 Order on Petition to Sell Personal Property.
CITIZENS BANK OF AMO, INDIANA.)

Comes now The Danville Trust Company, the duly appointed, qualified and acting receiver of the Citizens Bank of Amo, Indiana, by counsel, and files petition to sell certain personal property, which petition is in the words and figures following, to-wit:

STATE OF INDIANA)
)SS: IN THE HENDRICKS CIRCUIT COURT.
HENDRICKS COUNTY.)

State of Indiana On The Relation Of
Richard A.McKinley, Bank Commissioner
Of The State Of Indiana.
VS.
Citizens Bank Of Amo, Indiana.

Comes The Danville Trust Company, the duly appointed, qualified and acting receiver of the defendant bank in the foregoing entitled cause and for its petition herein respectfully shows the court that among the assets of said bank, duly inventoried and appraised, are the following, to-wit:-

One Fourth Liberty Loan Bank, No. D00305700,	$500.00;
One Gravel Road Bond, Vigo County,	$525.00;
One Gravel Road Bond, Marshall County,	$340.00;
One Fourth Liberty Loan Bond, No. A03811231,	$100.00;

Said petitioner asks the court for an order directing the sale of said bonds; that by reason of the character of said property petitioner believes that it will be for the best interests of the estate that the same be offered for sale at private vendue, without any notice, and upon the market, for cash.

Wherefore your petitioner prays the court that it be authorized and empowered to sell said bonds upon the open market, for cash, and the market price for such securities.

(SEAL) The Danville Trust Company, Receiver
Citizens Bank of Amo, Indiana By
Chas Z Cook Secretary.

And the Court having examined said petition and being duly advised in its premises, said petition is now approved by the following indorsement thereon, which is as follows: 8/4/33 Examined & approved. Sale ordered at private sale for cash & on the market. A. J. Stevenson, Judge.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 12th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, the following memorial was filed in the office of the Clerk of the Hendricks Circuit Court:

MEMORIAL

Robert Hollowell, for almost fifty years a lawyer at the Hendricks County Bar, was born in Parke County, Indiana, January 6, 1858. His early boyhood was spent in Parke County and after a brief period spent in the State of Kansas he returned to Indiana and to Hendricks County where in his young manhood he taught in the public schools and attended for a time Central Normal College. In 1880 he entered the School of Law at the University of Michigan, from which he was graduated in June, 1883. His diploma from that institution bears the names of such distinguished men as Cooley, Kent and Angel, Cooley being the famous author on Constitutional Law, Kent the son of Chancellor Kent and James Angel the noted psycologist. Following his graduation from the University of Michigan he returned to his home in Hendricks County where he was admitted to the Bar on motion of Richard B. Blake, then of the firm of Hogate and Blake, on October 11, 1883. He remained for a time in the offices of Hogate and Blake and then formed a partnership with Murat Hopkins, with offices on the South side of the public square. This partnership continued until Mr. Hopkins moved to the City of Indianapolis where he continued the practice of law.

Mr. Hollowell never participated to a great extent in the trial practice. He devoted his talents to the Probate practice, together with insurance, loans and real estate work. He was always interested, however, in the law and its practice and he frequently stated that his lifes ambition was to live to see the time when his only son, Robert Junior, could become established as a practicing attorney.

In 1917 he was seized with a fatal malady in the treatment of which he undersent several operations. During the years following that time he bore his affliction courageously and patiently to the end which came suddenly and peacefully on August 10, 1933.

The Hendricks County Bar laments with a deep sorrow the passing of one of its oldest members.

Thad S. Adams
Carey W. Gaston
A. J. Stevenson
MEMORIAL COMMITTEE

BE IT REMEMBERED, That on the 14th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz;

S. ELLEN BRADY
VS RULE TO SHOW CAUSE
ARTHUR B. BRADY

John A. Kendall, Prosecuting Attorney, 55th Judicial Circuit, State of Indiana, having filed this day in this Court his verified information concerning the contempt of this Court of Arthur B. Brady, which is as follows:

Information of Indirect Contempt of Court

State of Indiana, County of Hendricks
In the Hendricks Circuit Court
S. Ellen Brady
vs
Arthur B. Brady

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, being duly sworn, upon his oath says and informs this Court, that on the 10th day of May 1933, the above entitled cause was heard by the Hon. A. J. Stevenson, Judge of said Court, and that said Court had full and complete jurisdiction over the issue and the parties to said suit and was in session.

That on said date the Court rendered his final decree in said cause, granting the plaintiff a divorce fromthis said defendant; the Court further granted the custody of their two children Lawrence Brady and Christina Brady to their mother S. Ellen Brady.

Affiant further says that up to August 8, 1933, and according to the Courts order, she had the custody of Lawrence Brady and Christina Brady; that on or about the above date mentioned the defendant came to the house where this plaintiff was staying and there took Lawrence Brady away from the custody of this plaintiff, herein named.

Affiant further says that on or about the ___ day of August 1933, this defendant gained custody of Christina Brady.

Affiant further says that the said Arthur B. Brady has the custody of the two children named herein, and that such custody is contrary to the order of the Court.

John A. Kendall
Prosecuting Attorney, 55th Judicial
Circuit, State of Indiana

Subscribed and sworn to before me this 12th day of Aug. 1933

Frank Tucker
Clerk

It is therefore ordered by this Court that the said Arthur B. Brady be and appear in this Court on the 19 of August 1933, at 9:30 A.M. to show cause, if any, why he should not be attached and punished for contempt of court.

A. J. Stevenson
Judge, Hendricks Circuit Court

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 14th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, thefollowing proceedings were had herein, viz:

JOHN W. TWITTY)
VS) # 12794
HERMAN B. ROSS)
HELEN ROSS)

Comes now the plaintiff, by counsel, and files Bill of Exceptions heretofore examined, approved, signed and sealed by the Judge of this Court, and the same is now made a part of the record in this cause,which Bill of Exceptions is as follows, to-wit: (H.I.).
Attest: Frank Tucker Clerk.

BE IT REMEMBERED, That on the 17th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

JOHN W. TWITTY)
VS) # 12794
HERMAN B. ROSS)
HELEN ROSS)

Comes now the plaintiff, by counsel, and files appeal bond with the

Hartford Accident and Indemnity Company as surety thereon, which surety has been heretofore approved by the Court, which bond is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 19th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7384
WILLIAM DALE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the defendant, William Dale, having been released on his own recognizance and failing to appear on notice, bench warrant now ordered issued for the arrest of said defendant to Sheriff of Hendricks County, Indiana.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 19th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

MAXINE CLAMPITT)
VS) # 14049 Judgt. vs Pltf. for Costs.
MYRA WOOD) J. D. 16, Page 132.
WILLIAM WOOD)

Comes now the plaintiff, in her own proper person and by counsel, and come also the defendants, in their own proper persons, and produce in open Court the body of Rex LaMee. And the Court now hears the evidence in this cause, and being duly advised, now finds against the petitioner, Maxine Clampitt.

It is therefore, adjudged and decreed by the Court that the petitioner, Maxine Clampitt, take nothing by her petition, and that she pay the costs of this action, taxed at _____dollars and _____cents.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 26th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7407 Judgt. vs Deft. for $25.00 and Costs.
FRANK BLESSING) J. D. 16, Page 133.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, who being duly arraigned before the Judge in Vacation, for his plea says that he is guilty.

It is, therefore, now adjudged and decreed by the Court that the defendant, Frank Blessing, for the offense by him committed be and he is fined in the sum of $25.00, and that he pay the costs of this action, taxed at _____dollars and

_____cents, and stand committed until the same is staid or paid.

It is further ordered by the Court that drivers liscence be surrendered and recommended that same be revoked for one year.

Attest: Frank Tucker Clerk.

BE IT REMEMBERED, That on the 26th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

BALKE & KRAUSS CO.)
VS) # 13914
AMERICAN LIABILITY &)
SURETY COMPANY, ET AL.)

Come now the defendants, Western & Southern Indemnity Company and American Liability & Surety Company, by counsel, and pursuant to the order and direction of the Judge and after signature and approval thereof by the Judge of said Court, and within the time allowed by the Court for said purpose, said Bill of Exceptions is filed with the Clerk of said Court and made a part of the records in said cause and the same so examined, approved and found by the Judge to be correct, is ordered to be certified by the Clerk of this Court without copying, as a part of the record in this cause and is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

URBAN V. MOORE)
VS) # 13804
INDIANAPOLIS POWER)
& LIGHT COMPANY.)

That afterwards, to-wit, on the 28th day of August, 1933, the Hendricks Circuit Court being in Vacation, the following proceedings were had in the said cause.

The defendant, Indianapolis Power & Light Company, now files its appeal bond, payable to the plaintiff, in the sum of twelve thousand dollars, with The Fidelity and Casualty Company of New York, as surety thereon, which bond is in the penalty heretofore named by the Court and with the surety heretofore approved by this Court, and the filing of the said bond is within the time heretofore granted by this Court, and which said bond is in the words and figures as follows, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 30th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7408
HOLLIS ROBINSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court grants permission to file affidavit in Vacation.

And now bench warrant is ordered issued for defendant to Sheriff of Hendricks County, Indiana, and the said defendant's bond is fixed at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7367
STERLING STRINGER)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Sterling Stringer, in his own proper person, and it appearing to the Court that the defendant has failed to comply with the order heretofore made, the said defendant is now re-manded to the custody of the sheriff of Hendricks County, Indiana, his bond fixed at $1000.00, guaranteeing the payment of said sum as ordered.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7406
GEORGE THOMPSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, George Thompson, in his own proper person, and being duly arraigned before the Judge in Vacation, for his plea says that he is not guilty.

And the Court now fixes said defendant's bond at $500.00.

Attest: Frank Tucker Clerk.

GRAND AND PETIT JURORS, DRAWN FOR THE SEPTEMBER TERM, 1933.

BE IT REMEMBERED, That on the 28th day of August, 1933, Charles E. Higgins and Lawrence G. Vannice 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 service at the September Term, 1933, of this Court, viz:

1. Frank Grimes ---------- Clay Township
2. Osa Dooley ---------- Center Township
3. Harry Jordan ---------- Eel River Township
4. Frank O'Neal ---------- Clay Township
5. D. F. Martin ---------- Center Township
6. Asa Page ---------- Eel River 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, 1933, of this Court, viz:

1.	F. Z. Commings	Middle Twp.	16.	Lee Lukins	Center Twp.
2.	Clarence Watt	Washington Twp.	17.	Harry Gladden	Guilford Twp.
3.	Charles Hardesty	Brown Twp.	18.	Rufus Nysewander	Guilford Twp.
4.	Wesley Brown	Washington Twp.	19.	Albert L. Marsh	Middle Twp.
5.	Vesper Bailey	Union Twp.	20.	Ralph Leach	Union Twp.
6.	Charles W. McDaniel	Lincoln Twp.	21.	Carl Mitchell	Liberty Twp.
7.	Otto B. Rector	Franklin Twp.	22.	L. D. Dodd	Liberty Twp.
8.	Carl W. Batz	Brown Twp.	23.	George Fisher	Middle Twp.
9.	Clay Wilson	Marion Twp.	24.	Herschel Disney	Center Twp.
10.	Martin Griggs	Middle Twp.	25.	R. H. Mason	Franklin Twp.
11.	Roy Carter	Liberty Twp.	26.	Claud Wise	Clay Twp.
12.	Charles W. Keetering	Eel River Twp.	27.	Paul Christie	Marion Twp.
13.	Cecil Helton	Center Twp.	28.	J. B. Edmonson	Liberty Twp.
14.	Charles G. Scearce	Center Twp.	29.	Emanuel Cassidy	Clay Twp.
15.	Earl E. Thompson	Union Twp.	30.	Marshall Eggers	Union Twp.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 31st day of August, 1933, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7381 Judgt. vs Deft. for Costs.
LORING STOHLER) J. D. 16, Page.133.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and it is now adjudged by the Court that the defendant, Loring Stohler, 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 ten years, and that he pay the costs of this action or stand committed until the same is staid or paid, said costs taxed at _____ dollars and _____ cents. Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of September, 1933, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7406 Judgt. vs Deft. for $3.00 per week.
GEORGE THOMPSON) J. D. 16, Page 133.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the said defendant, George Thompson, now consents that the Court order a payment of sum amount per week for support.

It is now ordered that the defendant, George Thompson, pay to his wife for her support, $3.00 per week, said payment to begin September 2nd, 1933, and to be made each week until further order.

And the said defendant is now released on his own recognizance, until further order of the Court.

Attest: Frank Tucker, Clerk.

Monday Morning, September 4th, 1933.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the September Term, 1933, 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 September, 1933, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, 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:

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 5th, 1933.

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

COMMERCIAL ACCEPTANCE COMPANY)
VS) # 13681
JOSEPH K. BROWN, ET AL.)

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and now being duly advised, finds for the plaintiff and that the judgment of the defendant against the plaintiff, heretofore rendered on default, should be set aside.

It is therefore ordered and adjudged by the Court that said judgment be and the same is hereby set aside, and the original cause is reinstated for further proceedings.

IDA GERMANSON)
VS) # 13707
BASCA MANUFACTURING)

Comes now the defendant, by counsel, and files petition to re-open order and to set aside order to withdraw pleadings, which petition is in the words and figures following, to-wit: (H.I.).

GEORGE L. MC KINNEY, ADMINISTRATOR, ETC.)
VS) # 13843
VIOLETTA VETAS)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

GEORGE V. VAUGHAN)
VS) # 13854
REBECCA H. HALL)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed.

NORBERT A. WAGNER)
VS) # 13884 Judgt. vs Pltf. for Costs.
MILDRED NEGLEY) J. D. 16, Page 133.
CLAUDE NEGLEY)

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, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Norbert A. Wagner, is ordered

to pay the costs of this action, taxed at _____dollars and _____cents.

WILLIAM M. HUFF)
VS) # 13544 Judgt. vs Pltf. for Costs.
CHARLES A. MERRITT) J. D. 16, Page 134.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, William M. Huff, is ordered to 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. Stevenson, Judge.

Wednesday Morning, September 6th, 1933.

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

STATE OF INDIANA)
VS) # 7408
HOLLIS ROBINSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the said defendant being duly arraigned in open Court for his plea says that he is not guilty.

And now the defendant requests the Court to appoint an attorney to defend him as a poor person, and the Court now appoints Charles V. Sears as such attorney.

WALTER THOMPSON, ET AL.)
VS) # 13903
)
MOORESVILLE BUILDING,)
SAVINGS & LOAN ASS'N.)

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

Paul E. Laymon
Paul E. Laymon, Special Judge.

HARNEY F. SEMONES, RECEIVER, ETC.)
VS) # 14006
BERT FREEMAN, ET AL.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before September 15th, 1933.

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 7th, 1933.

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

FLETCHER AMERICAN)
NATIONAL BANK)
VS) # 14028
THOMAS A. BELL, ET AL.)

Come now the defendants, Bell and Bell, by counsel, and file eighth paragraph of answer, which eighth paragraph of answer is in the words and figures following, to-wit: (H.I.).

AUGUSTUS LASH)
VS) # 14003
CHLOE PALMER HELLER)

Comes now the defendant, by counsel, and files second paragraph of answer, which second paragraph of answer is in the words and figures following, to-wit: (H.I.).

FLETCHER TRUST COMPANY)
VS) # 13582
EDWARD T. GRAHAM, ET AL.)

Comes now the receiver, 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 said receiver, Cleo L. Hunt, is discharged from his bond and trust.

The Court now orders balance on hands, be paid to the plaintiff and applied on deficiency judgment.

J. WALTER SHANK)
VS) # 13594 Judgt. vs Pltf. for Costs.
THE PEOPLES STATE BANK,) J. D. 16, Page 191.
A CORPORATION)

Come now again the parties, by counsel, and the Court being duly advised, now finds the facts specially, and files herewith the special finding of facts numbered from one to fourteen inclusive, which facts read as follows:

J. WALTER SHANK)
VS) CAUSE NO. 13594
THE PEOPLES STATE BANK,)
A CORPORATION)

SPECIAL FINDING OF FACTS

The Court having been requested to make a Special Finding of Facts in the above entitled cause now finds the facts to be as follows:

FIND NUMBER ONE

That the defendant, The Peoples State Bank, was on the 21st day of August, 1928,

and that at all times since said date a corporation organized and existing under and by virtue of the laws of the State of Indiana, with their banking house and place of business located in the City of Indianapolis, Indiana; that on said August 21st and for sometime prior and subsequent thereto the plaintiff, J. Walter Shank, was a depositor in said bank, having on hands in said bank in excess of $2,000.00.

FINDING NUMBER TWO

That in the latter part of July, 1928, the plaintiff became acquainted with one Walter C. Coates, who after some negotiations entered into a contract with the said J. Walter Shank, which contract is attached hereto and made a part hereof and for certainty marked Exhibit "A".

FINDING NUMBER THREE

That on the 21st day of August, 1928, the plaintiff executed his check under the name and style of J. W. Shank, payable to the Brownette Refrigeration Corporation in the sum of $500.00. This check was drawn on The Peoples State Bank, the defendant herein, was by them certified on August 23rd, 1928, endorsed Brownette Refrigeration Corporation by W. C. Coates and paid on August 23rd, 1928 by the Continental National Bank. This check was paid by The Peoples State Bank and charged to the account of the plaintiff on August 24th, 1928.

FINDING NUMBER FOUR

That on October 2nd, 1928, the plaintiff under the name and style of J. W. Shank drew his check upon the defendant in the sum of $500.00 payable to the order of the Brownette Refrigeration Corporation, which check was endorsed Brownette Refrigeration Corporation by W. C. Coates and John A. Noon. This check was presented to the Security Trust Company of Indianapolis and by it paid on October 4th, 1928 and was paid by the defendant bank on October 4th, 1928 and charged to the account of the plaintiff.

FINDING NUMBER FIVE

That on the 8th day of October, 1928, the plaintiff under the name and style of J. W. Shank drew his check on the defendant bank in the sum of $1,000.00 payable to the Brownette Refrigeration Corporation. This check was certified by the defendant bank on the 8th day of October, 1928, endorsed on the back by the plaintiff, "Payment in full on contract with W. C. Coates," also bearing the endorsement Brownette Refrigeration Corporation by W. C. C; was presented to the Continental National Bank and by it paid on October 9th, 1928 and paid by the defendant bank on October 9th, 1928 and charged to the account of the plaintiff.

FINDING NUMBER SIX

That each of the checks set forth and described in Findings Three, Four and Five were given by the plaintiff to the said Walter C. Coates in person and in conformity with and pursuant to the terms and conditions of the contract set forth in Finding Number Two and in payment of the rights therein purchased and described. That an additional payment of $500.00 was made on October 8th by a check drawn on another bank in Indianapolis to complete the balance of the $2,000.00 mentioned and described as the payment due on October 1st, 1928, in the aforesaid contract.

FINDING NUMBER SEVEN

That subsequent to the 8th day of October, 1928, the plaintiff went to the State of California for the purposes of perfecting a sales organization with which to promote the sale of the refrigeration machines in said contract mentioned and described. That said plaintiff remained in California until near Christmas of 1928 when he returned to

Indianapolis and during his stay in California no refrigerating machines were sent to him by the said Walter C. Coates or the Brownette Refrigeration Corporation nor any other company.

FINDING NUMBER EIGHT

That at all times prior to and including October 8th, 1928 the plaintiff in his negotiations with the said Walter C. Coates had been informed and believed that the Brownette Refrigeration Corporation was a duly organized and existing corporation under and by virtue of the laws of the State of Delaware. That he had been so informed by Mr. Coates, who also informed him that he, the said Coates, was President of said corporation. The said Coates further informed the plaintiff that one R. E. Schurtz of Kansas City, Missouri, was the owner of certain patent rights involved in the construction of said refrigeration machines and that the said Coates had a contract with said Schurtz whereby the Brownette Refrigeration Corporation was to have the right to manufacture and sell said patented machines. This information was also confirmed by Mr. R. E. Schurtz to this plaintiff.

FINDING NUMBER NINE

That prior to October 8th, 1928, the said Walter C. Coates, R. E. Schurtz and this plaintiff went to Dayton, Ohio, and there examined the plant and equipment of the Variety Manufacturing Company, which Company the plaintiff was informed by the said Coates had the contract to build and manufacture said refrigeration machines, for the Brownette Refrigeration Corporation.

FINDING NUMBER TEN

That the plaintiff made the checks set out and described in Findings Three, Four and Five payable to the order of the Brownette Refrigeration Corporation at the suggestion and under the direction of the said Walter C. Coates and said checks were delivered by the plaintiff to the said Walter C. Coates in payment and discharge of the obligations set out and described in the contract heretofore set forth in Finding Number Two.

FINDING NUMBER ELEVEN

That in truth and in fact there never was a corporation organized or in existence known as the Brownette Refrigeration Corporation, nor such as was represented and described by the said Walter C. Coates, which fact did not become known to the plaintiff until early in January, 1929. That the plaintiff on learning such fact remonstrated with the said W. C. Coates and was then assured by the said Coates that the organization of the corporation would be perfected and that the contract mentioned in Finding Number Two could and would be carried out by not later than April 25th, 1929. That the said Walter C. Coates died in March or April, 1929 and no part of said contract was ever performed by the said Walter C. Coates.

FINDING NUMBER TWELVE

That on the 28th day of January, 1930, the plaintiff made demand upon the defendant for the payment of the $2,000.00 represented by the checks set forth and described in Findings Three, Four and Five herein, which demand was by the defendant refused and no part of the said $2,000.00 represented by said checks described in Findings Three, Four and Five herein has been returned or repaid to the plaintiff by the defendant or by the said Walter C. Coates

FINDING NUMBER THIRTEEN.

That the check for $500.00 dated August 21, 1928, described in Finding Number Three and the check dated October 8, 1928, in the sum of $1,000.00, described in Finding Number

Five, were each certified by said defendant Bank at the request of the said Walter C. Coates and not at the request of the plaintiff.

FINDING NUMBER FOURTEEN.

That at the time of the delivery of said checks described in Findings Number Three, Four and Five, by the plaintiff to the said Walter C. Coates the said plaintiff intended to pay and discharge the obligations due and owing by him to the said Walter C. Coates as described in the contract referred to in Finding Number Two, and the plaintiff knew at the time of the delibery of said checks to the said Walter C. Coates that the said Walter C. Coates would present them to the defendant for payment and receive the money thereon.

9/7/33

A. J. Stevenson

Judge

EXHIBIT "A"

DISTRIBUTOR CONTRACT

This Contract made and entered into at Indianapolis, Indiana this twenty second day of August 1928, by and between Walter C. Coates first party and J. W. Shank second party.

Second party contracts for and does hereby purchase from first party Refrigeration units built upon and under the Schurtz patents, F. O. B. factory and in values as follows: Domestic Units to the value of ($150,000) One hundred and Fifty thousand dollars and Showcase and packer units for commercial use to the value of ($100,000) One hundred Thousand dollars, making a total purchase of the value of ($250,000) Two hundred and fifty thousand dollars. Said purchase prices to be at a discount of forty percent (40%) off regular list prices.

First party hereby accepts above order for Refrigeration Units and upon the terms above set forth and upon the terms an the conditions as here and after set forth and further agrees to supply second party and to make or have made the shipments of all Refrigeration Units herein purchased. First party hereby grants to Second party the exclusive right to market said Refrigeration Units in the following described territory:

The state of California

In compliance with the terms of sale of first party and as a guarantee that his obligations all and singular under this contract shall be truly and promptly met second party agrees to pay to first party and does herewith pay to first party the sum of($500.) Five hundred dollars, the receipt of which is hereby acknowledged and the sum of ($2000) Two thousand dollars on October 1, 1928, and which sums are to apply as part payment at the rate of 1% on all Refrigeration Units shipped under this contract until said total of ($2500) Twenty five hundred dollars is so fully applied. The balance to be paid upon shipments of units to second party, sight draft with bill of lading attached.

Second party hereby orders Refrigeration Units of the within purchase to the value of ($41,667) Forty one thousand, six hundred and sixty seven dollars to be shipped during the month of January 1929 or all or any part there-of prior to that date by making an arrangement to that effect with first party. The balance of said total purchase of ($250,000) Two hundred and fifty thousand dollars to be made in five equal shipments each within sixty day periods of time and commencing with March 1, 1929. It is agreed however that it shall be optional with second party to order for January shipment Refrigeration Units to the amount of one-twelth of said ($250,000) purchase and the remaining eleven-twelths douring the balance of the year in monthly shipments of one-twelth the total amount, it being fully understood and agreed that all units ordered herein must be included in these shipments and that said shipments shall all be made within a period of one year from January

1, 1929. This contract shall be subject to renewal from year to year at the option of second party for a period of five years commencing January 1, 1929 upon the same terms and conditions unless otherwise arranged by mutual agreement and for the protection of both parties hereto it is agreed and understood that if for any reason and prior to October 1, 1928 first party should have reason to believe that unusual delay would occur in production and shipment he shall have the right or option to refund with interest the second party all sums paid by second party under this contract prior thereto or with the consent of second party make other arrangements to cover said delay.

It is a part of this contract and specifically agreed that failure of second party to order shipped and to pay for the Refrigeration Units as herein provided or his selling or offering for sale or allowing or causing to be sold in any territory other than set forth herein, any of the Refrigeration units herein purchased, shall at the option of first party be declared a breech of contract and in such event or in case of any default or other breech of contract by second party, it shall be optional with first party to cancel the contract and in such event any sums advanced hereunder by second party as partial payment shall be forfeited by second party and retained by first party as liquidated damages and all rights and priviledges of second party hereunder shall cease and this contract shall become null and void.

Witness our hands and seals this day and date afore-said.

WALTER C. COATES

First party

J. W. SHANK

Second party

Witnesses

Charles Buck

John A. Noon

An addition to or Supplement to the attached Contract bearing date of August twenty second between W. C. Coates, First party and J. W. Shank, Second Party and hereby made part and parcel of that contract by the mutual agreement of the parties thereto.

It is understood and agreed that the First Party hereby grants to the second party an extension of time to in shipping dates, under said contract above referred to. This extension shall change said shipping dates under said contract to read and begin in and during the month of April 1929, instead of January 1929, as originally set forth in said contract.

It is further agreed by and between the parties to the said contract hereinabove referred to that this contract shall be renewable at the option of the second party from year to year commencing January 1, 1929 instead of merely for a period of five years. this change is also inserted by mutual agreement of the parties.

It is further agreed and understood between the parties to the above referred to contract that the payments to be made by the second party hereunder shall be as follows: Five Hundred Dollars ($500) on the twenty second day of August 1928. Five Hundred Dollars ($500.) on the second day of October, 1928 and the payment of Fifteen Hundred Dollars ($1500.) on or before the fifteenth day of October, 1928, provided however, that this payment need not be made by the said party of the second part if the said party of the first part does not on or before the above date, that is, the fifteenth day of October, 1928, have a contract with a reliable manufacturing concern for the production of units of refrigeration under the Schurtz patents which said party of the first party controls.

Such payment of Fifteen Hundred Dollars ($1500.) to be made, however, immediately upon the signing and execution and production of the same to the party of the second part by said party of the first part.

In witness whereof the parties hereto have hereunto set their hands this second day of October, 1928.

W. C. COATES

Party of the First Part

J. W. SHANK

Party of the Second Part

Witness

Leo M. Gardner

and to each finding of facts, separately and severally the plaintiff objects and excepts.

And now the Court concludes the law to be as follows, that the law is with the defendant and that the plaintiff take nothing by his complaint, and to each conclusion of law, the plaintiff objects and excepts.

It is therefore considered and adjudged by the Court that the plaintiff take nothing by his complaint herein and that the defendant recover its costs taxed at dollars _____and cents_____.

WALTER THOMPSON, ET AL)
VS) # 13903
MOORESVILLE BUILDING)
SAVINGS AND LOWN ASS'N.)

Come now the parties, by counsel, and the defendant files motion for change of venue from the County, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised in its premises, now sustains the same.

Said parties now in open Court strike from list of counties adjoining, and Boone County remaining, this cause is sent on change of venue to Boone County, Indiana, and three days are given in which to pay the costs and perfect change.

J. K. EVE)
VS) # 14038
GUS B. TAYLOR)

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. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, September 8th, 1933.

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

CYRUS C. WILLIAMSON)
VS) # 13981
LASALLE EXTENTION)
UNIVERSITY, ET AL.)

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

ROBERT A. HART)
VS) # 14005
JOSEPHINE K. HART)

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.).

THE INDIANA SAVINGS & INVESTMENT COMPANY)
VS) # 14056
LUTHER M. SWEENEY, ET UX)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before September 16th, 1933.

STATE OF INDIANA)
VS) # 7396
COLLIE WIGGAM)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and said defendant now waives arraignment, and enters his plea of guilty.

STATE OF INDIANA)
VS) # 7410
LYELL KURTZ)

Comes now the State of Indiana, by John A. Kendall, 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.

And now the Court takes this cause under advisement, and the defendant, Lyell Kurtz, is released on his own recognizance until further order.

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

Record read and signed in open court.

_____, Judge.

Saturday Morning, September 9th, 1933.

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

D. V. CLARK)
VS) # 13933
S. H. SURFACE ETC., ET AL.)

Comes now the plaintiff, by counsel, and the Court having examined the plaintiff's motion to strike out, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly excepts. And now said plaintiff files answer to cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

HARNEY F. SEMONES, RECEIVER)
OF HUNTER BANK, BROWNSBURG,)
INDIANA.)
VS) # 14054
ELMER L. HESTER, ET AL.)

Come now the defendants, 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.

Mondah Morning, September 11th, 1933.

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

JOHN CLAY MALLICOAT)
VS) # 13173
SAM JORDAN)

Come now the parties, by counsel, and the plaintiff files motion for change of venue in open Court, and the Court having examined said motion and being duly advised, now sustains the motion for change of venue from the county, and by agreement of all parties, this cause is sent on change of venue to Montgomery County, Indiana, and five days are given in which to pay the costs and perfect the change.

MAUDE L. DOWNARD)
VS) # 13492
EDITH H. RUTLEDGE, ET AL.)

Comes now the receiver, Oscar T. Scamahorn, 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 duly advised in its premises, now approves the same, and the said receiver is now discharged from his bond and trust.

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

Come now the plaintiffs, by counsel, and the defendant is ruled to answer on or before September 18th, 1933.

ROBERT A. HART)
VS) # 14005
JOSEPHINE K. HART)

Come now the parties, by counsel, and in open Court, the Court now sustains the motion for change of venue, heretofore filed, and by agreement of said parties, this cause is sent on change of venue to Marion County, and five days are given in which to pay the costs and perfect the change.

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 12th, 1933.

Court met pursuant to adjournment,
Present Honorable A. J. Stevenson, 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, September 13th, 1933.

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

CHARLES N. VANCLEAVE)
VS) # 13931
ARTHUR WOLF, ET AL.)

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

MARY C. ZIMMERMAN)
VS) # 14046 Judgt. vs Defts. for $542.70 and Costs.
ALBERT G. RISK &) J. D. 16, Page 134.
EDNA GORDON RISK.)

Comes now the above plaintiff by Adams & Sears, her attorneys, and shows to the court the summons issued in this cause, together with the return of the Sheriff of Hendricks County, Indiana, endorsed thereon, which summons and Sheriffs return are in words as follows, (H.I.) whereby it appears to the satisfaction of the court that said summons was duly and legally served on each of said defendants on the 14th day of August 1933, and more than ten days before the first day of September Term, 1933 of the Hendricks Circuit Court, And each of said defendants failing to appear and answer herein, they are each upon the order of the court three times loudly called, but come not, and upon plaintiffs motion this cause is now upon the issue joined by the complaint and defendants default submitted to the court for hearing, judgment and decree, and the court having duly examined the original note in suit, and being duly advised in the premises, now finds that there is due the plaintiff for principal and interest of said note the sum $502.70, and that there is further due plaintiff as a reasonable attorneys fee for here attorneys herein, the further sum of forty dollars, making the total sum of $542.70, for which sum the plaintiff is legally entitled to have and recover judgment herein, together with all costs taxed in this cause.

Wherefore it is hereby ordered, and adjudged that the plaintiff have and recover judgment against said defendants, and each of them for the sum of Five Hundred and forty two Dollars and seventy cents, ($542.70) together with all costs taxed in this cuase, and all ensueing costs taxed herein, and that this judgment be collected without any relief whatever from valuation and appraisement laws. All of which is now finally 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, September 14th, 1933.

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

MISHAWAKA RUBBER AND)
WOLLEN MANUFACTURING CO.)
VS) # 13712 Judgt. vs Deft. for $68.20 and Costs.
E. M. WOODWARD) J. D. 16, Page 134.

Come now the parties, by counsel, and by agreement of said parties in open Court, the Court now finds for the plaintiff and that there is due the plaintiff from the defendant, E. M. Woodward, on the account sued upon, the sum of $68.20, which amount the plaintiff is entitled to, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, E. M. Woodward, the sum of $68.20, together with the costs of this action, taxed at _____ dollars and _____ cents.

ARABELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

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.).

A. R. NICOLAY, ETC.)
VS) # 14004 Judgt. vs Deft. for $63.60 and Costs.
EVERETT STANLEY) J. D. 16, Page 145.

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, 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 plaintiff, and that there is due said plaintiff from the defendant, Everett Stanley, on the account sued upon the sum of $63.60, and that said plaintiff is entitled to a judgment of said amount, together with costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Everett Stanley, the sum of $63.60, together with the costs of this action, taxed at _____ dollars and _____ cents.

QUAKER STATE OIL CO.)
VS) # 14022 Judgt. vs Deft. for $102.15 and costs.
R. F. CALBERT, ETC.) J. D. 16, Page 135.

Comesnow 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 that 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 plaintiff, and that there is due it therein, in the sum of $102.15, and that the plaintiff is entitled to a judgment against the defendant, R. F. Calbert, for said amount, 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, R. F. Calbert, the sum of $102.15, together with the costs of this action, taxed at _____ dollars and _____ cents.

KINGSBURY & CO. ETC.)
VS) # 14025 Judgt. vs Defts. for $157.00 and Costs.
JOHN W. PRITCHETT) J. D. 16, Page 135.
LUTHER HADLEY)

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summonses herein and the returns of the Sheriffs indorsed thereon, which summonses and returns are in the words and figures following, to-wit: (H.I.), that the defendants have each been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendants to appear and answer said complaint, and said defendants are each 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, now finds for the plaintiff, and that there is due the plaintiff from the defendant, John W. Pritchett, on the note sued upon, in principal and interest, the sum of $127.00, and the further sum of $30.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, John W. Pritchett, for a total of said two sums, together with the costs of this action.

And the Court further finds that the defendant, Luther Hadley, was a guarantor on said note and that the plaintiff is entitled to have and recover of and from the said Luther Hadley, as guarantor the said sums above named; that execution should first be issued against the said John W. Pritchett, before proceeding against the said Luther Hadley.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, John W. Pritchett, the sum of $157.00, together with the costs of this action, taxed at _____dollars and _____cents.

It is further considered, ordered and adjudged by the Court that the defendant, Luther Hadley, was a guarantor on said note and that the plaintiff is entitled to have and recover of and from the said Luther Hadley, as guarantor, the said sum of $157.00, together with the costs of this action, taxed at _____dollars and _____ cents, but that execution be first issued against the said John W. Pritchett, before proceeding against the said Luther Hadley.

STATE OF INDIANA)
VS) # 7411 Judgt. vs Deft., James Davidson, for $100.00
JAMES DAVIDSON) Fine and Costs.
MILO RUMELY) J. D. 16, Page 135.

Comes now the State of Indiana, by John A. Kendal, prosecuting attorney, and comes also the defendant, James Davidson, in his own proper person and by counsel, and now in open Court waives arraignment and enters his plea of guilty.

It is, therefore, now adjudged and decreed by the Court, that the defendant, James Davidson, be and he is fined in the sum of $100.00, and that he pay the costs of this action, taxed at _____dollars and _____cents, and that the Sheriff of Hendricks County, Indiana, is now ordered to destroy all liquor containers and still, found in the possession of said defendant.

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 15th, 1933.

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

J. K. EVE)
VS) # 14038
GUS B. TAYLOR)

Comes now the defendant, by counsel, and files interrogatories, which interrogatories are in the words and figures following, to-wit: (H.I.). And now the plaintiff is ruled to answer on or before September 20th, 1933.

ANDREW T. HEALY)
VS) # 13314 Judgt. vs Pltf. for Costs.
LURA B. HUNT) J. D. 16, Page 135.

It appearing to the Court that this cause has been set for trial, and the plaintiff failing to appear, the case is now dismissed by the Court for want of prosecution, at the plaintiff's cost.

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, Andrew T. Healy, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

GEORGE CONOVER)
VS) # 12872 Judgt. vs Pltf. for Costs.
PENNSYLVANIA RAILROAD CO.) J. D. 16, Page 136.

It appearing to the Court that this cause has been set for trial, and the plaintiff failing to appear, the same is by the Court now dismissed for want of prosecution, at the plaintiff's cost.

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, George Conover, is ordered to pay the costs of this action, taxed at_____ dollars and _____cents.

BLANCHE E. KIPP)
VS) # 13956 Judgt. vs Pltf. for Costs.
INDIANAPOLIS BOARD OF TRADE,) J. D. 16, Page 136,
TERESA KIPP)
JAMES H. TRIMBLE)

Come now again the parties and it appearing to the Court, and by agreement of the parties, that the decree and judgment heretofore entered on July 5 - 1933 does not contain the full agreement and intent of the parties and the full judgment of the Court, the parties now having fully agreed upon terms of the judgment to be entered in this cause, now the Court by agreement of the parties set aside said judgment heretofore entered on said July 5 - 1933 and by agreement of the parties enters the following finding and judgment.

And by agreement of all the parties herein, and the court be-

ing sufficiently advised in the premises now finds that defendant and interpleader, Indianapolis Board of Trade, has tendered and deposited into the office of the Clerk of the Marion Circuit Court at Indianapolis, the sum of One thousand dollars ($1000.00) as the mortuary fund described in plaintiff's complaint and referred to in said interpleader, to be paid to whomsoever is entitled to receive the same; and the court further finds by agreement of all the parties, that the material averments of plaintiff's complaint are true and that plaintiff is entitled to and should be paid by the clerk of the Marion Circuit Court, the said sum of One Thousand Dollars ($1000.00) so paid into said clerk's office as aforesaid, and that neither the defendant, Teresa Kipp, nor the defendant, James H. Trimble, has any right thereto or interest therein.

The court by agreement of the parties, finds that the defendant, James H. Trimble, should be ordered and directed to deliver the said twenty-four shares of common stock of the defendant, Indianapolis Board of Trade, and that said stock should be sold by the said defendant, Indianapolis Board of Trade, in accordance with the provisions of its by-laws pertaining thereto, and that upon such sale being made thereof the amount obtained therefor should be paid to the defendant, James H. Trimble, and that niether the plaintiff, Blanche E. Kipp, nor the defendant, Teresa Kipp, has any right to or interest in either said stock or the money obtained from such sale thereof.

The court by agreement of the parties further finds that all the costs incurred herein, by the defendant, Teresa Kipp and heretofore paid by her for perfecting a change of venue from the Superior Court of Marion County, Indiana, to this Court should be assessed against the said Teresa Kipp and that all the remaining costs should be assessed against the plaintiff, Blanche E. Kipp.

It is therefore ordered, adjudged and decreed by the court that the plaintiff, Blanche E. Kipp, have and recover the said One Thousand Dollars ($1000.00) heretofore deposited, in this cause, with the clerk of the Circuit Court of Marion County, Indiana, and now on deposit with said clerk, and the said clerk is hereby directed and ordered to pay to said plaintiff, Blanche E. Kipp, or her authorized attorney of record the said sum of One Thousand Dollars ($1000.00) and that neither the defendant, Teresa Kipp, nor the defendant James H. Trimble has any right thereto or interest therein.

It is further ordered, adjudged and decreed by the court that the defendant, James H. Trimble, should be and hereby is ordered and directed to deliver the said 24 shares of common stock in the defendant, Indianapolis Board of Trade, to said Indianapolis Board of Trade, and that said stock should be sold by said defendant, Indianapolis Board of Trade, in accordance with the provisions of its by laws pertaining thereto, and that the defendant, Indianapolis Board of Trade, should be and hereby is ordered and directed to pay to the defendant, James H. Trimble, the amount obtained from such sale thereof, and that neither the plaintiff, Blanche E. Kipp, nor the defendant, Teresa Kipp, has any right to or interest in either, the said 24 shares of stock or the money obtained from such sale thereof.

It is further ordered, adjudged and decreed by the court that all of the costs incurred herein, by the defendant, Teresa Kipp, and heretofore paid by her for perfecting a change of venue from the Superior Court of Marion County, Indiana, to this Court should be and the same are hereby assessed against the said Teresa Kipp, and the remaining costs should be and the same are hereby assessed against the plaintiff, Blanche E. Kipp.

Done this 15 day of September, 1933.

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 16th, 1933.

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

CHARLES N. VANCLEAVE)
VS) # 13931
ARTHUR WOLF, ET AL.)

Comes now the defendant, William R. Higgins, by counsel, and files demurrer, which demurrer is in the words and figures following, to-wit: (H.I.).

JESSIE ZERNE BRADY)
VS) # 13943
INDIANA TRAVELERS ASSURANCE CO.)

Comes now the defendant, by counsel, and files motion to strike out parts of third amended complaint, which motion is in the words and figures following, to-wit: (H.I.).

IRENE HAYS TROTTER)
VS) # 13947 DECREE FOR DIVORCE
WILLIAM FRED TROTTER)

Comes now the plaintiff herein and it appearing to the court that a summons has heretofore been issued to the defendant and it further appearing that the defendant has appeared and filed answer in this cause, now, this case is submitted to the court for trial, finding and decree.

The court having heard the evidence and being fully advised in the premises finds that the allegations of the plaintiff's complaint are true and that she is entitled to an absolute divorce from the defendant. The court further finds that the plaintiff is entitled to have her maiden name of Irene Hays restored to her.

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

It is further ordered, adjudged and decreed by the court that plaintiff have her maiden name of Irene Hays restored to her.

It is further ordered, adjudged and decreed by the court that plaintiff pay the costs in this action taxed in the sum of $6.95.

All of which is fully ordered, adjudged and decreed.

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 18th, 1933.

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

CHARLES N. VANCLEAVE)
VS) # 13931
ARTHUR WOLF, ET AL.)

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

JESSIE ZERNE BRADY)
VS) # 13943
INDIANA TRAVELERS)
ASSURANCE COMPANY)

Comes now the defendant, by counsel, and the motion to strike out, heretofore filed, is overruled, to which ruling of the Court the defendant duly excepts.

ELIJAH E. WALLACE)
VS) # 14018
MAHALA WALLACE)

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.).

URBAN V. MOORE)
VS) # 13804
INDIANAPOLIS POWER AND)
LIGHT COMPANY.)

Come now again the parties, in the above entitled cause, by their counsel and the defendant presents its bill of exceptions No. 2 containing the long hand transcript of the evidence and the rulings relating thereto made in the course of the trial in said cause and prays that the same may be signed, sealed and made a part of the record.

And now the Judge, in open court, having examined said bill of exceptions does now sign the same and said bill of exceptions is now by the court ordered filed as a part of the records in this cause and said bill of exceptions is now filed and is in the words and figures following:

THE INDIANA SAVINGS AND)
INVESTMENT COMPANY)
VS) # 14056
LUTHER M. SWEENEY, ET UX)

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. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, September 19th, 1933.

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

IMPANELLING OF THE PETIT JURY FOR THE SEPTEMBER TERM, 1933.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to be and appear in the Hendricks Circuit Court on Wednesday, September 20th, 1933, for jury services.

STATE OF INDIANA)
VS) # 7413
CLIFFORD THOMPSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Clifford Thompson, in his own proper person, and being duly arraigned in open Court for his plea says that he is not guilty.

And now with the consent of said defendant, the Court now orders the defendant to pay the prosecuting witness the sum of seven dollars on October 23rd, and this cause is continued for further hearing.

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 20th, 1933.

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

THE LA FAYETTE LIFE INSURANCE CO.)
VS) # 13534
SCOTT E. BUELL, ET AL.)

Comes now the receiver, William McAninch, herein, and files his final report, which final report is in the words and figures following, to-wit: (H.I.).

And the Court having examined said report and being duly advised in its premises, now approves the same, and the said receiver is discharged from his bond and trust.

STATE OF INDIANA, EX REL)
JAMES M. COSLER)
VS) # 13819
LEWIS L. POUNDS, ETC, ET AL)

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 the defendant is now ruled to answer on or before the 27th day of September, 1933.

EDITH D. RICHESON)
VS) # 14027
LEONARD RICHESON)

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

J. K. EVE)
VS) # 14038
GUS B. TAYLOR)

Comes now the plaintiff, by counsel, and files answer to interrogatories, which answer 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, September 21st, 1933.

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

MADIE BLAIR)
VS) # 13967
CITY OF INDIANAPOLIS)

Comes now the defendant, by counsel, and files affidavit for continuance, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having examined said affidavit and being duly advised in its premises, said cause is now continued at the cost of the defendant.

LIZTON STATE BANK,)
RECEIVER, ETC.)
VS) # 14015
RALPH WILLS, 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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

LIZTON STATE BANK,)
RECEIVER, ETC.)
VS) # 14016
RALPH WILLS, 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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

LIZTON STATE BANK,)
RECEIVER, ETC.)
VS) # 14017
FRANK E. WILLS, 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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

J. FRANK CHADWICK, ET AL.)
ASSIGNEES, ETC.)
VS) # 13728
THE LOUISVILLE JOINT STOCK)
LAND BANK, ET AL.)

Comes now the plaintiff, by counsel, and files demurrer to separate and several answer of defendants to complaint and supplemental complaint, which

demurrer 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 22nd, 1933.

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

J. FRANK CHADWICK, ET AL)
ASSIGNEES, ETC.)
VS)13728
THE LOUISVILLE JOINT STOCK)
LAND BANK, ET AL.)

Come now the parties, by counsel, and the Court being duly advised, now overrules the demurrer to the answer, to which ruling of the Court the plaintiff duly excepts.

STATE OF INDIANA)
VS) # 7414
JOHN L. DUVALL)

Comes now the State of Indiana, by John A. Kendall, 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 not guilty. And the Court now fixes said defendant's bond at $100.00.

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 23rd, 1933.

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

FLETCHER AMERICAN)
NATIONAL BANK)
VS) # 14028
THOMAS A. BELL, ET AL.)

Come now the parties, by counsel, and the plaintiff files petition to substitute as party plaintiff, Frank C. Bopp, Luscuis C. French and Otto J. Fencht, as liquidating trustees, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition and being duly advised in its premises, now grants the same, and substitution is ordered, to which ruling of the Court, the defendants each separately and severally objects and excepts. Said plaintiff also files reply to eighth paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.). And now the defendant, North Western Mutual Life Insurance Company, files answer to complaint, which answer is in the words and figures following, to-wit: (H.I.). And said defendant also files answer to fourth paragraph of answer and cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

And now this cause being at issue, and coming on for trial, the defendants separately and severally request a trial by jury, and the Court being duly advised denies said request for jury, to which ruling of the Court the defendants separately and severally object and except.

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 after hearing a part of the evidence , this cause is continued by agreement.

STATE OF INDIANA)
VS) # 7408
HOLLIS ROBINSON)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the said defendant having made satisfactory arraignments for the custody and support of his minor children, Howard Theodore Robinson and Raymond Eugene Robinson, the Court now releases the said Hollis Robinson on his own recognizance. And this cause is continued so long as the defendant, Hollis Robinson continues to support and provide for the above named children.

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 25th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, by counsel, and the plaintiff files petition for leave to substitute copy of plaintiff's complaint and copy of plaintiff's reply of general denial to defendants second and third paragraphs of answer to plaintiff's complaint, which petition is in the words and figures following, to-wit: (H.I.), to which petition to substitute the defendants separately and severally object. And the Court being duly advised, now sustains said objections.

The plaintiff now files written petition for leave to file amended complaintiff, which petition is in the words and figures following, to-wit: (H.I.), and the defendant duly objects, to which objections the Court overrules, and leave to file amended complaint is granted, and amended complaint is now filed by the plaintiff, which amended complaint is in the words and figures following, to-wit: (H.I.).

And the defendant is now ruled to answer the plaintiff's amended complaint by 11:00 o'clock A. M., September 26th, 1933.

John W. Hornaday, Special Judge.

J. WALTER SHANK)
VS) # 13594
THE PEOPLE STATE)
BANK, A CORP.)

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.).

CHARLES N. VANCLEAVE)
VS) # 13931 Judgt. vs Pltf. for Costs.
J. D. 16, Page 137.
ARTHUR WOLF, ET AL.)

Come now the parties, by counsel, and the defendants file separate and several demurrer to amended complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court being duly advised, now sustains the demurrer to the amended complaint, to which ruling of the Court the plaintiff duly objects and excepts. And now the plaintiff refuses to plead further and elects to stand upon the ruling of the Court sustaining the demurrer. And the Court now renders judgment on the pleadings.

It is, therefore, considered and adjudged by the Court that the plaintiff take nothing by his complaint, and that the defendants recover their costs.

And now the plaintiff prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal, and bond is fixed at $100.00, and now the plaintiff suggests the name of _____as surety on bond, which surety the Court now approves and sixty days are given to file bond.

JESSICCIA J. HILLSMAN)
VS) # 13970
PAUL STARK AND)
DOROTHY STONE)

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

STATE OF INDIANA)
VS) # 7367
STERLING STRINGER)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and it appearing to the Court that the defendant is unable to provide bond, the defendant is now released on his own recognizance on condition that he pay the sum of $5.00 per week as above ordered, and that he report his where abouts to the Sheriff each two weeks until further order of the Court.

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 26th, 1933.

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

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, by counsel, and the defendant files demurrer to plaintiff's complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having examined said demurrer, and being duly advised, now overrules the same, to which ruling of the Court the defendant at the time duly excepts.

And now the defendant files answer in three paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

The plaintiff now files reply in two paragraphs to defendant's second and third paragraphs of answer, which reply is in the words and figures following, to-wit: (H.I.).

John W. Hornaday, Special Judge.

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

Comes now the defendant, by counsel, and files demurrer to complaint, which demurrer 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, September 27th, 1933.

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

WILLIAM A. SOLTAU, ET AL.)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

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

EDITH D. RICHESON)
VS) # 14027
LEONARD RICHESON)

Come now the parties, by counsel, and the Court having examined the motion for change of venue from Judge, heretofore filed, and being duly advised, now sustains said motion for change of judge. And now the parties in open Court, agree upon Arny M. Watkins, practicing attorney at this bar, as special judge to try said cause.

The Court now appoints the said Arny M. Watkins as special judge, who now appears and qualifies as such and accepts said appointment, which appointment and qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the HENDRICKS Circuit Court, HENDRICKS County, Indiana,
September Term, 1933

Edith D. Richeson)
AGAINST) No. 14027
Leonard Richeson)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the regular judge, do hereby appoint Arny M. Watkins, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Sept. 27 1933 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Arny M. Watkins, 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 Edith D. Richason against Leonard Richeson so help me God.

A. J. Watkins

Subscribed and sworn to this 27th day of Sept. 1933 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

J. K. EVE)
VS) # 14038
GUS B. TAYLOR)

Comes now the plaintiff, by counsel, and this cause being set for trial and the defendant failing to appear, this cause is now continued at the defendant's cost.

POLLIE A. ALCORN)
VS) # 14077
JOSEPH ALCORN)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of defendant, Joseph Alcorn, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having examined said affidavit and being duly advised, now orders notice issued for said defendant, making the same returnable, November 27th, 1933.

STATE OF INDIANA ON THE RELATION)
OF LUTHER F. SYMONS, BANK COMMIS-)
SIONER OF INDIANA.)
VS) # 13635 Order to Compound Debts.
HUNTER BANK.)

Comes now Harney F. Semones, receiver of the Hunter Bank of Brownsburg, Indiana and files the following petition by him duly verified, (insert) showing therein that among the assets of the said Hunter Bank are two notes executed by Frank Maberry in the principal sum of Eight Hundred and Ten Dollars ($810.00) and that the personal property owned by said Frank Maberry does not exceed the approximate value of Three Hundred and Seventy-Five Dollars ($375.00). That the said personal propert, is insufficient to pay in full the debts and liabilities of the said Frank Maberry to the Hunter Bank.

And the court having examined said petition and being sufficiently advised and in relation thereto now finding that the assets therein contained are true and that in the interests of said receivership the prayer ought to be granted.

It is therefore ordered by the court that in the interests of the said receivership the said receiver receive from the said Frank Maberry the sum of Four Hundred Dollars ($400.00) as alleged in the said petition in full of the said obligations of the said Frank Maberry to the said Hunter Bank of Brownsburg, Indiana and that the said receiver upon receipt of said cash in the sum of Four Hundred Dollars ($400.00) deliver to the said Frank Maberry his notes in the principal sum of Eight Hundred and Ten Dollars ($810.00).

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 28th, 1933.

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

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

Come now the parties, by counsel, and the defendant files demurrer to the second paragraph of plaintiff's reply, which demurrer is in the words and figures following, to-wit: (H.I.). Said defendant also files motion for production of papers at the trial of said cause, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts, and the plaintiff is now ordered to produce the letter described in the motion on the trial of said cause.

ODILA H. GOCKE)
VS) # 14012 Judgt. vs Pltf. For Costs.
KENNETH SMOCK, ETC.) J. D. 16, Page 137.

Come now the parties, by counsel, and it appearing to the Court that this cause has been settled, the same is now dismissed by the Court at the cost of the plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Odila H. Gocke, is ordered to 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, September 29th, 1933.

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

THE PEOPLES STATE BANK,)
TRUSTEE)
VS) # 13584
WILLIAM MARSHALL, ET AL)

Come now the parties, in 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 cause, does now take the same under advisement.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13613
COLLIE WIGGAM, ET AL.)

Comes now the receiver, John C. Taylor, 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 duly advised in its premises, now approves the same, and said receiver is discharged from his bond and trust. And the Court now orders the balance on hand to be paid to plaintiff and credited on judgment.

CYRUS C. WILLIAMSON)
VS) # 13981
LASALLE EXTENTION)
UNIVERSITY, ET AL.)

Comes now the defendant, Lasalle Extention University, by counsel, and files cross-complaint, which cross-complaint is in the words and figures following, to-wit: (H.I.).

EDITH D. RICHESON)
VS) # 14027
LEONARD RICHESON)

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

And now comes the plaintiff, by counsel, and files reply of general denial to defendant's amended cross-complaint, which reply of general denial is in the words and figures following, to-wit: (H.I.).

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 cause, now takes the same under advisement.

Arny M. Watkins

Arny M. Watkins, Special Judge.

LILLIAN B. DEAN)
VS) # 14072
CARL O. DEAN)

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.).

MARIE SCHUSSLER BY)
MORTIMER SCHUSSLER,)
NEXT FRIEND.)
VS) # 14000 Judgt. vs Pltf. for Costs.
LOUISE STANFIELD) J. D. 16, Page 137.
WALTER N. CARPENTER)

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

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Marie Schussler by Mortimer Schussler, next friend, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

RAY S. TUELL)
VS) # 13968 Judgt. vs Deft. for $602.50 and Costs.
ARTHUR E. BLY) J. D. 16, Page 137.

Come now the parties, by counsel, and this cause being set for trial and by agreement of the parties, 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 cause, now finds for the plaintiff and that there is due the plaintiff from the defendant, Arthur E. Bly, on the not sued upon in principal and interest, the sum of $552.50 and the further sum of $50.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a personnal judgment against said defendant for a total of said two sums, together with the costs for this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Arthur E. Bly, the sum of $602.50, together with the costs for this action, taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.

EVALINE RIDGWAY)
VS) # 14082 Judgt. vs Deft. for Costs.
FRANK L. RIDGWAY) J. D. 16, Page 138.

Come now the parties, by counsel, and the Court now dismisses the cross-complaint heretofore filed in this action.

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 the evidence in this cause, now 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, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between Evaline Ridgway and Frank L. Ridgway, be and they are hereby desolved and the plaintiff is granted an absolute divorce from the defendant.

It is further ordered and adjudged by the Court that the defendant, Frank L. Ridgway, pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

DECREE OF FORECLOSURE

WILLIAM J. BACKEMEYER, ET AL.,)
Plaintiffs)
VS.) # 14043
FLOYD PARSLEY, ET AL.,)
Defendants.)

Judgt. in favor of Samuel L. McCormick, Trustee, against Wm. J. Backemeyer, Minnie M. Backemeyer, Floyd Parsley and Helen Marie Parsley for $2,438.42 and Costs.

J. D. 16, Page 138.

Come now the plaintiffs herein, William J. Backemeyer and Minnie M. Backemeyer, by counsel, and dismiss said complaint without prejudice as to the defendants Floyd Parsley and Helen Marie Parsley only, and come now the following defendants:

Floyd Parsley, Helen Marie Parsley and Ellwanger Electric Company, Charles G. Fouty and Samuel L. McCormick, Trustee, by counsel, and it being shown to the court by the return of the sheriff of Marion County, Indiana, endorsed on the back of the summons herein issued which summons and the return thereof are in the words and figures following (H.I.) that the above named defendants and the defendants, Holland Furnace Company, Advance Block and Material Company and the West Side Lumber Company were each duly served with summons more than ten days before the date fixed by endorsement on plaintiffs complaint and said defendants appearing not in said cause are each three times audibly called but come not and herein wholly make default. It further appearing to the court that the defendant, Samuel L. McCormick, Trustee having filed his intervening petition to be made a party defendant in said cause, which petition was granted, said cause is now submitted for trial upon the complaint of the plaintiffs herein and the cross-complaint of Samuel L. McCormick, Trustee and the answers filed to said complaint and cross-complaint by the various defendants and plaintiffs respectively and upon the defaults of the defendants Holland Furnace Company, Advance Block and Material Company and the West Side Lumber Company. And the court having heard the evidence and being fully advised in the premises finds for defendant and cross-complainant, Samuel L. McCormick, Trustee and that said defendant is acting as Trustee for his co-defendants herein, Holland Furnace Company, Advance Block and Material Company, West Side Lumber Company, Ellwanger Electric Company and Charles G. Fouty. That on the 30th day of October 1930 the defendants, Floyd Parsley and Helen Marie Parsley conveyed to the plaintiffs William J. Backemeyer and Minnie M. Backemeyer the following described real estate in Marion County, Indiana, to-wit:

> Lot #7 in Everett M. Schofield, Chester W. Henry, Everett J. Holloway, Speedway Terrace, an Addition to the City of Indianapolis, Indiana, now a part of the town of Speedway, Indiana, the plat of which is recorded in Plat Book 22, page 101 and 102 in the office of the Recorder of Marion County, Indiana.

And that said plaintiffs have owned ever since said date and now are the owners in fee simple of the said above described real estate. That while said plaintiffs were the owners of said real estate, they, together with the defendants Floyd Parsley and Helen Marie Parsley entered into a verbal agreement with the West Side Lumber Company, Holland Furnace Company, Advance Block and Material Company, Ellwanger

Electric Company and Charles G. Fouty whereby said persons, firms and corporations agreed to furnish and deliver certain materials, fixtures and labor needed and necessary for the building of valuable and lasting improvements on the above described real estate. That said plaintiffs constructed and caused to be constructed certain valuable and lasting improvements on said real estate, and that in the construction thereof they purchased building materials, fixtures and labor to be used therein from the above mentioned persons, firms and corporations and that the same were actually used in the construction of certain valuable and lasting improvements on said real estate and that the same now constitute valuable and lasting improvements thereon. That the fair and reasonable value of the materials, fixtures and labor thus furnished by said above named defendants is of the following amounts as set opposite their respective names, to-wit:

West Side Lumber Company	$1348.11
Holland Furnace Company	158.00
Ellwanger Electric Company	98.50
Advance Block and Material Company	217.70
Charles G. Fouty	38.00

That each of the immediate above named parties, within the time prescribed by law, filed their respective notice in writing of their intention to hold a mechanic's lien on the above described real estate to secure the various sums due. That said notices of mechanic's liens were duly recorded in the office of the Recorder of Marion County, Indiana.

That thereafter on the 29th day of February, 1932 the West Side Lumber Company duly assigned its mechanic's lien to Samuel L. McCormick, Trustee, which assignment was duly recorded in Release and Assignment Record 39, page 159 in the Recorder's office of Marion County, Indiana.

That thereafter on the 29th day of February, 1932 the Advance Block and Material Company duly assigned its mechanic's lien to Samuel L. McCormick, Trustee, which assignment was duly recorded in Release and Assignment Record 39, page 158 in the Recorder's office of Marion County, Indiana.

That thereafter on the 29th day of February, 1932 the Ellwanger Electric Company duly assigned its mechanic's lien to Samuel L. McCormick, Trustee, which assignment was duly recorded in Release and Assignment Record 39, page 159 in the Recorder's office of Marion County, Indiana.

That thereafter on the 29th day of February, 1932 Charles G. Fouty duly assigned his mechanic's lien to Samuel L. McCormick, Trustee, which assignment was duly recorded in Release and Assignment Record 39, page 159 in the Recorder's office of Marion County, Indiana.

That thereafter on the 4th day of March, 1932 the Holland Furnace Company duly assigned its mechanic's lien to Samuel L. McCormick, Trustee, which assignment was duly recorded in Release and Assignment Record 39, page 160 in the Recorder's office of Marion County, Indiana.

That said defendant, Samuel L. McCormick as Trustee of said lien holders has been compelled to institute foreclosure proceedings to foreclose said liens and to employ the services of attorneys to prosecute the same. That by reason of said liens and various amounts due thereon, there is now due, owing and wholly unpaid to said Samuel L. McCormick as Trustee for the above named leinors of principal, interest and attorneys fees the respective sums set opposite the respective names of said lienors which liens are now the property of Samuel L. McCormick, Trustee, as aforesaid:

Name	Principal	Int.	Atty. Fee	Total
West Side Lbr. Co.	$1348.11	$151.66	$200.00	$1699.77
Advance Block and Material Company	217.70	24.49	50.00	291.49
Ellwanger Electric Company	98.50	11.08	50.00	159.58
Charles G. Fouty	38.00	4.28	25.00	67.28
Holland Furnace Co.	158.00	12.30	50.00	220.30

The court further finds that said mechanic's liens are valid and subsisting liens on the above described real estate and are co-equal one with the other and prior and superior to all the right, title and interest of the plaintiffs and the defendants herein and each of them except the defendant, Samuel L. McCormick, Trustee. That the defendant, Samuel L. McCormick as Trustee and as the owner of said liens is entitled to have the same foreclosed and the above described real estate sold in satisfaction thereof. That there is due said defendant, Samuel L. McCormick, Trustee, by reason of principal, interest and attorneys fees the total sum of Two Thousand four hundred thirty eight and 42/100 ($2,438.42) Dollars.

It is therefore ordered, adjudged and decreed by the court that Samuel L. McCormick, Trustee, defendant and cross-complainant as the holder and owner of said mechanic's liens have and recover of and from the plaintiffs, William J. Backemeyer and Minnie M. Backemeyer and from the defendants, Floyd Parsley and Helen Marie Parsley and out of and from said real estate the total sum of Two Thousand Four Hundred thirty eight and 42/100 ($2,438.42) Dollars.

It is further ordered, adjudged and decreed by the court that said mechanic's liens now held by Samuel L. McCormick, Trustee, defendant and cross-complainant be and the same are hereby foreclosed and that the following described real estate in the city of Indianapolis, Marion County, Indiana, to-wit:

> Lot #7 in Everett M. Schofield, Chester W. Henry, Everett J. Holloway, Speedway Terrace, an Addition to the City of Indianapolis, Indiana now a part of the town of Speedway, Indiana, the plat of which is recorded in Plat Book 22, page 101 and 102 in the office of the Recorder of Marion County, Indiana

be sold and the right of redemption of the plaintiffs, William J. Backemeyer and Minnie M. Backemeyer be and the same is for ever barred and foreclosed. That said real estate be sold as other lands are sold upon execution, without relief from valuation or appraisement laws and that the proceeds arising from such sale be applied as follows, to-wit:

1. To the payment of the costs of this action accrued or to accrue.

2. To the payment of the judgment of Samuel L. McCormick, Trustee, in the sum as herein set out.

3. The residue, if any, after the costs and judgment are paid, shall be paid to the clerk of the court for the use and benefit of the party or parties legally entitled thereto.

It is further ordered, adjudged and decreed by the court that in the event said real estate shall fail to sell for a sum sufficient to pay and satisfy said costs and judgment herein rendered, then the residue thereof remaining unpaid shall be levied of the goods, chattels, property, lands and tenements of the plaintiffs, William J. Backemeyer and Minnie M. Backemeyer and the defendants, Floyd Parsley and Helen Marie Parsley, subject to execution and shall be made without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed by the court herein that a certified copy of this decree shall issue to the sheriff of Marion County, Indiana, which certified copy shall be sufficient authority for said sheriff to execute the same.

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

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

Record read and signed in open court.

T. J. Stimson, Judge.

Saturday Morning, September 30th, 1933.

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, October 2nd, 1933.

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

CITIZENS STATE BANK OF)
STILESVILLE, INDIANA.)
VS) # 13918
WILLIAM SALSMAN, ET AL)

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.).

ARBELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before October 10th, 1933.

HARRY WELCH)
VS) # 13019
OVERLAND FREIGHT)
LINE, INC., ET AL.)

Come now the parties, by counsel, and the defendant files affidavit for continuance, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said affidavit and being duly advised in its premises, cause is now continued at the defendant's cost, to which ruling of the Court the plaintiff objects and excepts.

THE PEOPLES STATE BANK,) ENTRY ON NOTES OR BONDS Judgt. vs Deft. for $49,058.18
TRUSTEE,) AND and costs.
VS) FORECLOSURE OF MORTGAGE J. D. 16, Page 138.
CARLETON B. MC CULLOCH.) # 13912

Come now the plaintiff, The Peoples State Bank, Trustee, and the defendant, Carleton B. McCulloch, by their respective counsel, and by agreement of the parties, the cause being at issue, this cause is submitted, without the intervention of a jury, on plaintiff's complaint and the answer filed thereto by the defendant, to the court, for trial, finding, judgment and decree.

And the court having heard the oral evidence, inspected the documentary evidence, and being duly advised in the premises, finds for the plaintiff on plaintiff's complaint, and that the allegations in said plaintiff's complaint are true; that there is due the plaintiff from the said defendant, Carleton B. McCulloch, the principal sum of Forty-Three Thousand, Nine Hundred Twelve Dollars and Eighteen Cents ($43,912.18), together with accrued interest thereon in the sum of Three Thousand, Seven Hundred Ninety-Six Dollars ($3,796.00), and the further sum of One Thousand, Three Hundred Fifty Dollars ($1,350.), as fees for the services of plaintiff's attorneys, which said sums in the total amount of Forty-Nine Thousand, Fifty-Eight Dollars and Eighteen Cents ($49,058.18) the said

plaintiff is entitled to recover from the said defendant, Carleton B. McCulloch, with the costs of this action, all without relief from valuation or appraisement laws; and the court further finds that the said sum is secured by a mortgage upon the real estate described in plaintiff's complaint; that the said mortgage is a first lien and claim on said real estate and that the plaintiff is entitled to have its said mortgage foreclosed as against the said defendant and the said real estate sold.

The court further finds that the owner of said real estate described in plaintiff's complaint does not reside thereon nor personally occupy the same; that the defendant has failed to meet and discharge the tax liens and improvement assessments accruing against said property, thereby jeopardizing the security intended to be afforded the lien of the plaintiff; that the parties have agreed in open court to the appointment of a receiver by the court to take charge of said property, administer the income therefrom and conserve said property during the pendency of this cause and the time required for the running of the equity of redemption.

It is therefore considered, adjudged and decreed by the court that The Peoples State Bank, Trustee, have and recover of the said defendant, Carleton B. McCulloch, the said sum of Forty-Nine Thousand, Fifty Eight Dollars and Eighteen Cents ($49,058.18), together with the costs of this action, and all accruing costs, without relief from valuation or appraisement laws, and interest on said sum from date of judgment until paid at the rate of eight per cent. per annum.

It is further considered, adjudged and decreed by the court that Patrick J. Moran, Jr. shall be and is hereby appointed receiver to take charge of the property described in plaintiff's complaint, being the same as set forth in this decree, to collect, receive and hold, under order of this court, all the rentals, profits and proceeds arising from the same during the pendency of this cause and the time required for the running of the equity of redemption of the said defendant, conditioned upon the qualification of said receiver herein named, and the filing of a bond in the sum of Five Hundred Dollars ($500.00) with the Metropolitan Casualty Insurance Company of New York as surety thereon, which said surety is now approved.

It is further ordered that any and all tenants who may be occupying said property or may hereafter occupy the same, and any and all persons paying money because of the use of said premises, or any part thereof, be and they are hereby directed to pay over to the receiver herein all rentals arising from the use and occupation of said premises now due and unpaid, or which may hereafter become due, and any and all further income or increment arising in any manner therefrom, until further order of this court, and that said receiver so receiving said rents and profits shall employ the same until further order of this court in the paying of the taxes and necessary up-keep and expense of maintaining said property, the cost of the administration of said trust estate, retaining any and all surplus to be disposed of under the further order of this court; that such receiver shall receive as compensation for his services as such the usual real estate commission for property management. For all of which purposes the said cause herein, as to the said receivership, is continued for further order of the court.

It is further considered, adjudged and decreed by the court that the equity of redemption of said defendant, Carleton B. McCulloch, and of all persons claiming from, under or through him, in and to the real estate described in plaintiff's complaint, lying and being in the County of Marion, State of Indiana, and described as follows, to-wit:

Lots 1 and 2 in Culley's Subdivision of the North half of the Northeast quarter of Square 17, in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 148, in the Office of the Recorder of Marion County, Indiana,

be and the same is forever barred and foreclosed; that said described real estate and all of the right, title, interest and claim of the said defendant, Carleton B. McCulloch, and of all persons claiming from, under or through him, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Marion County, State of Indiana, as other lands are sold on execution, and said sale shall be without relief from valuation or appraisement laws.

The proceeds arising from said sale shall be applied as follows:

1st: To the payment of costs, and accruing costs herein;

2nd: To the payment of the amount found due plaintiff, The Peoples State Bank, Trustee, on its said claim sued on herein rendered in the total sum of Forty-Nine Thousand, Fifty-Eight Dollars and Eighteen Cents, together with interest thereon at the rate of eight per cent. (8%) per annum from the date of this judgment.

3rd: The surplus, if any there be, to be paid by the Sheriff to the Clerk of this Court for the use of the party lawfully entitled thereto and authorized to receive the same.

It is further adjudged and decreed by the court that a certified copy of this decree, under the hand of the Clerk and the seal of this Court, shall be sufficient authority to the Sheriff of Marion County, to execute the same; that if, upon the expiration of the time allowed for the redemption of said property and the same shall not have been redeemed, no further order shall be required than this decree to empower the Sheriff of said County to place the purchaser of said property at sheriff's sale and the holder of the sheriff's certificate, and the deed executed pursuant thereto, in possession of said property.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy the judgment given herein, interest, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattels and lands and tenements of the said defendant, Carleton B. McCulloch, subject to execution, and the sale thereof shall be made without any relief from valuation or appraisement laws, all of which is finally 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.

A. J. Stevenson, Judge.

Tuesday Morning, October 3rd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CITIZENS STATE BANK OF)
STILESVILLE, INDIANA.)
VS) # 13918
WILLIAM SALSMAN, ET AL.)

Come now the parties, by counsel, and by agreement of said parties, Homer Salsman, guardian of Martin V. Salsman, is substituted as party defendant for and in place of the defendant, Martin V. Salsman.

And the Court having examined the motion for change of venue from the county, heretofore filed in the above entitled cause, and being duly advised, now sustains said motion, and by agreement of said parties, this cause is sent on change of venue to Morgan County, and the defendant is given five days in which to pay the costs and perfect the change.

D. V. CLARK)
VS) # 13933 Judgt. vs Defts. for $86.55 and Costs.
S. H. SURFACE, ETC.,) J. D. 16, Page 138.
ET AL.)

Come now again the parties, by counsel, and the Court having heard the evidence and being duly advised, now finds for the plaintiff on his complaint and that there is due the plaintiff from the defendants, S. H. Surface and W. D. Surface, on the note sued upon in principal and interest, the sum of $84.50, and the further sum of $25.00, as a fee for the plaintiff's attorney, all of which the plaintiff is entitled to have and recover of and from the defendants, together with the costs of this action.

And the Court further finds for the defendant on the cross-complaint and that there is due the defendant from the plaintiff on said cross-complaint, the sum of $22.95, which amount the defendant is entitled to have and set off as against the amount due the plaintiff.

It is, therefore, considered, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants, S. H. Surface, whose Christian name is unknown, and W. D. Surface, whose Christian name is unknown, the sum of $86.55, together with the costs of this action, taxed at _____dollars and _____ cents.

C. E. GRANT)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the regular Judge, Honorable A. J. Stevenson, having been of counsel, now disqualifies, and said parties in open Court agree upon John W. Hornaday as Special Judge, and the Court now appoints the said John W. Hornaday as Special Judge to try said cause.

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 4th, 1933.

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

HAZEL MILLER)
VS) # 13384 Judgt. vs Pltf. for Costs.
WILLIAM E. JONES) J. D. 16, Page 139.

It appearing to the Court that this cause is set for trial, and the plaintiff failing to appear, the same is now dismissed for want of prosecution at the plaintiff's cost.

It is, therefore, comsidered, ordered and adjudged by the Court that this cause be and the same is now dismissed for want of prosecution, and the plaintiff, Hazel Miller, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

METTIE BROWN)
VS) # 13647
CLARENCE H. BROWN)

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

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

OSCAR A. DIXON)
VS) # 13927
KERR GLASS MANUFACTUR-)
ING COMPANY, ET AL.)

Comes now the defendant, by counsel, and upon its motion the Court orders all depositions on file published.

W. H. ELBRING & W. F. NAHLIK,)
DOING BUSINESS AS ELBRING -)
NAHLIK LUMBER COMPANY.)
VS) # 13960
OTIS KIRTLEY.)

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.).

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 5th, 1933.

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

C. E. GRANT.)
VS) # 12344
THE WEST STREET COLD)
STORAGE COMPANY.)

Comes now John W. Hornaday, herein, and accepts appointment and assumes jurisdiction as Special Judge in this cause.

Come now the parties, by counsel, and the defendant files cross-complaint, which cross-complaint is in the words and figures following, to-wit: (H.I.), to which filing the plaintiff at the time excepts for the reason that the issues are closed.

The plaintiff now appears specially to defendant's cross-complaint, and moves the Court to strike the cross-complaint from the record for the reason the Court has no jurisdiction to hear, or try the cross-complaint for the reason no summons to the plaintiff has been issued on the cross-complaint and served on the plaintiff and the plaintiff does not appear except specially, and does not waive the service of summons on the cross-complaint. Plaintiff's motion to strike out cross-complaint is now overruled by the Court, to which ruling the plaintiff at the time duly excepts.

And the defendant now asks leave to withdraw cross-complaint, and the Court being duly advised now grants leave, and cross-complaint is withdrawn.

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: Clarence Watt, Wesley Brown, Vesper Bailey, Carl W. Batz, Martin Griggs, Roy Carter, Charles W. Keetering, Lee Lukins, Rufus Nysewander, Ralph Leach, L. D. Dodd, and Charles W. McDaniel, twelve good and lawful men, householders and freeholders of Hendricks County, Indiana, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced. And after the opening statement has been made and witness sworn, the plaintiff begins introduction of evidence.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions, touching their conduct during such separation until 9:00 o'clock A. M. Friday, October 6th, 1933.

John W. Hornaday, Special Judge.

HARNEY F. SIMONES, RECEIVER)
OF HUNTER BANK OF BROWNSBURG,)
INDIANA.)
VS) # 13743 Judgt. vs Defts. for $688.86 and Costs.
BYRON O. AYERS) J. D. 16, Page 139
GRACE M. AYERS.)

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 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 defendants are 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 plaintiff and that there is due the plaintiff from the defendants, Byron O. Ayers and Grace M. Ayers on the note sued upon in principal and interest the sum of $663.86 and the further sum of $25.00 as a fee for the services of the plaintiff's attorney, which amounts the plaintiff is entitled to have and recover of and from the said defendants, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Byron O. Ayers and Grace M. Ayers, the sum of $688.86, together with the costs of this action, taxed at_____ dollars and _____cents.

HARNEY F. SEMONES, RECEIVER)
OF HUNTER BANK OF BROWNSBURG,)
INDIANA.)
VS.) # 13744 Judgt. vs Defts. for $113.91 and Costs.
BYRON O. AYERS) J. D. 16, Page 139
GRACE M. AYERS)

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 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 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 plaintiff and that there is due the plaintiff from the defendants, Byron O. Ayers and Grace M. Ayers, on the note sued upon in principal and interest the sum of $98.91 and the further sum of $15.00 as a fee for the services of the plaintiff's attorney, which amounts the plaintiff is entitled to have and recover of and from the said defendants, together with the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Byron O. Ayers and Grace M. Ayers, the sum of $113.91, together with the costs of this action, taxed at Y_____ dollars and _____cents.

CYRUS C. WILLIAMSON)
VS) # 13981
LASALLE EXTENTION)
UNIVERSITY, ET AL.)

Come now the parties, by counsel, and the Court having now heard the arguments on demurrer, does now take said cause under advisement.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 14068
PEARLUS E. SMILEY, ET AL.)

Comes now Edgar S. Coffman, by counsel, and files petition to intervene as party defendant, which petition is in the words and figures following, to-wit; (H.I.).

FLOYD C. YEAGER
GERTRUDE O. YEAGER, HIS WIFE
VS
JOHN JESSUP, JOSEPH B. CARY, MARY JANE CARY, JOSEPH B. CAREY, MARY JANE CAREY, ASA BALLARD, SARAH BALLARD, WILLIAM H. CARY, LIZZIE CAREY, ELIZABETH K. CAREY, WILLIAM H. CAREY, JOHN W. ELLIS, ELIZABETH ELLIS, HENRY WALKER, MARIA WALKER, JESSE W. CAREY, CYNTHIA A. CAREY, SAMUEL STARBUCK, LUZENA STARBUCK, JOHN L. MASTEN, MARY E. MASTEN, JOHN HARVEY, MARY A. HARVEY, JOHN HARVER, ALFRED HARRISON, LYDIA B. HARRISON, ADALINE F. BERRY, JOHN J. REEVE, MARTHA J. REEVE, THE UNKNOWN HUSBAND OR WIFE, WIDOWER OR WIDOW, THE UNKNOWN HEIRS, LEGATEES, AND DEVISEES OF THE SAID ABOVE NAMED DEFENDANTS.

DECREE QUIETING TITLE TO REAL ESTATE

Judgt. vs Pltf. for Costs.
J. D. 16, Page 139

Comes now the Plaintiffs herein in person, and by Taylor & Taylor their attorneys and Plaintiffs now file with the Court the affidavit of John C. Taylor one of the attorneys in said cause on Behalf of Plaintiffs together with notice and proof of publications as to all of the defendants herein to-wit: John Jessup, Joseph B. Cary, Mary Jane Cary, Joseph B. Carey, Mary Jane Carey, Asa Ballard, Sarah Ballard, William H. Cary, Lizzie Carey, Elizabeth K. Carey, William H. Carey, John W. Ellis, Elizabeth Ellis, Henry Walker, Maria Walker, Jesse W. Carey, Cynthia A. Carey, Samuel Starbuck, Luzena Starbuck, John L. Masten, Mary E. Masten, John Harvey, Mary A. Harvey, John Harver, Alfred Harrison, Lydia B. Harrison, Adaline F. Berry, John J. Reeve, Martha J. Reeve, the unknown husband or wife, widower or widow, the unknown heirs, legatees, and devisees of the said above named defendants, who were each and all duly notified of the filing and pendency of the action by three successive weekly publications in "The Hendricks County Republican" a weekly newspaper of general circulation printed and published in the Town of Danville, Hendricks County, State of Indiana, the last of which publications was more than 30 days before the 23rd day of September, the same being the 18th Judicial day of the September Term, 1933, of this Court, and that being the day fixed by the plaintiffs herein by endorsement on the complaint herein and by the Clerk of this Court made herein on the 26th day of July, 1933, and which date was fixed by plaintiffs in the notice of non-residence given herein as the return day for this cause on

which said Defendants should appear and answer said complaint.

And the Court having seen and examined said notice and proof of publications and being fully advised in the premisses, finds that said defendants are all non-residents of the State of Indiana and that said notice was duly published in "The Hendricks County Republican" a weekly newspaper of general circulation, printed in the English Language and published in the Town of Danville, Hendricks County, Indiana for three weeks successively the last of which publications was on the 10th day of August, and was more than 30 days before the return day endorsed on plaintiffs complaint herein.

And the Court being further advised finds that said notice and publication was in due form and as required by law, and that all of said defendants have had due and legal notice of the filing and hearing of this cause.

And now all of the above mentioned defendants in this cause herein set out are three times loudly called in open Court and come not but herein wholly make default.

Whereupon on motion of plaintiffs herein, the cause is now submitted to the Court for trial, judgment and decree, upon the default of the defendants hereinabove named without the intervention of a jury.

And the Court having examined the complaint herein and having heard the evidence adduced in support thereof, and being fully and sufficiently advised in the premises, finds for the plaintiffs herein and finds that all of the material allegations of the complaint herein are true and that all of said defendants have been fully notified of the filing and pendency of this action as hereinabove set out.

And the Court further finds that the plaintiffs herein are the owners in fee simple of all of the following described real estate located in Hendricks County in the State of Indiana, to-wit:

The West half of the South East quarter of Section 31, Township 15 North of Range 2 East, and also a part of the South West fractional quarter of Section 31, Township and Range aforesaid, all bounded and described as follows, to-wit:

Beginning at a point on the North line of said South West fractional quarter which is 80 rods East of the North West corner thereof; and running thence East on and along the North line of said South West fractional quarter, and the West half of the South East quarter of Section 31 Township and Range aforesaid, 28 chains and 22 links and to the North East corner of said West half of the South East quarter; thence South on and along the East line of said half quarter 160 rods and to the South East corner thereof; thence West on and along the South lines of said half quarter and the South West fractional quarter 28 chains and 22 links and to a point on the South line of said fractional quarter which is 80 rods East of the Southwest corner thereof; thence North on and along a line parallel with the West line of said Section 31, 160 rods and to the place of beginning, containing 112.88 acres, more or less./

It is adjudged and decreed by the Court, that the plaintiffs are the owners in fee simple of the said real estate above described, and are entitled to the possession thereof; that their title therein be and the same is hereby quieted and forever set at rest as against the claims or claim of the defendants and each and every one of them, or any person or persons claiming by, under or through them, or who by possibility might assert some claim by under or through the above named Defendants or any one of more or them and as against the world and that the defendants 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 court adjourned until 9:00 o'clock A. M. Friday,

Record read and signed in open court.

U. J. Stevenson, Judge.

Wed Friday Morning, October 6th, 1933.

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

JESSIE ZERN BRADY)
VS) # 13943
INDIANA TRAVELERS)
ASSURANCE COMPANY.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer the third amended complaint on or before October 16th, 1933.

C. E. GRANT)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the plaintiff resumes the introduction of evidence. And the Court having heard a part of the evidence, Court now adjourns in the trial of this cause until 9:00 o'clock A. M. next Monday morning, October 9th, 1933.

John W. Hornaday, 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 7th, 1933.

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

RICHARD C. SMITH)
VS) # 14080
WELLINGTON HARPER)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before the 14th day of October, 1933.

STATE OF INDIANA)
VS) # 7374
RALPH NEAL)
STANLEY DOBINS)
ED SECREASE)
MORRIS ELKINS)

Comes now the State of Indiana, by John A. Kendall, 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.

HARVEY A. BURKHART and)
LUCY M. BURKHART.)
VS) # 14062 Judgt. vs Deft. for $45.00 and Costs.
ELSA A. NEWBY.) J. D. 16, Page 140.

Comes now the plaintiff, by counsel, and it appeared to the court by the summons herein and return of the sheriff endorsed thereon, that the defendant has been served with process more than ten days before the ___day of September 1933, being the date endorsed on plaintiffs' complaint for the return day of summons thereon, which summons and return thereon are in the words and figures following, to-wit: (H.I.).

And now said defendant being three times audibly called in open court, comes not, but herein wholly makes default.

And the Court having heard evidence and being duly advised in the premises, finds for the plaintiffs' and that the allegations of plaintiffs' complaint are true. And that there is due the plaintiffs from the defendant, in this cause of action sued upon the sum of $45.00 damages and that plaintiffs should also recover possession of the real estate described in plaintiffs' complaint.

It is, therefore, considered and adjudged by the Court that the plaintiffs have and recover of the defendant the possession of the following described real estate in Hendricks County, Indiana, to-wit:

A part of the Northwest Quarter of the Northeast Quarter of Section 6, Township 14, North Range 1, West, describe as follows: Beginning at the Northwest corner of said Quarter and running thence East on and along the North line thereof 10 chains and 25 links; thence South with the section line bearing 11 chains and 68 links; thence

West 10 chains and 25 links to the West line of said Quarter Section; thence North to the place of beginning containing 11.96 acres, more or less.

And that the plaintiffs also recover of said defendant the sum of $45.00 damages for the unlawful detention of said real estate, together with his costs and charges, paid, laid out and expended.

MARGARET HAYES, ET AL.)
VS.) # 13464
THOWNSEND BRODBECK, EXECUTOR) DECREE.
OF THE LAST WILL AND TESTAMENT)
OF JAMES H. WILSON, DECEASED,)
ET AL.)

Come now the parties, in person, and by counsel, and the issues in this behalf having heretofore been joined, the same having been submitted to the court for trial, without the intervention of a jury, a jury, by agreement of all the parties being waived.

And the court having heard the evidence, and argument of counsel, and being fully advised in the premises, finds for the cross-complainants Thomas E. Wilson and Myra Wilson Shafer on their cross-complaint filed herein, that the instrument bearing date of February 26th, 1929, and which was admitted to probate by the Probate Court of Marion County, Indiana, on March 4th, 1929, is not the last will and testament of said James H. Wilson, deceased, that said instrument, and the probate thereof, should be cancelled, annulled, revoked and set aside.

The court further finds that the instrument bearing date of December 28th, 1929, and which cross-complainants allege is not the last will and testament of said James H. Wilson, deceased, and is not entitled to probate as such, is not the last will and testament of said James H. Wilson, deceased, and that said instrument should also be cancelled, annulled, revoked and set aside, and the probate thereof denied.

IT IS, THEREFORE, hereby ordered, adjudged and decreed by the court that the instrument bearing date of February 26th, 1929, and which was admitted to probate by the Probate Court of Marion County, Indiana, on March 4th, 1929, as the last will and testament of James H. Wilson, deceased, is not the last will and testament of said James H. Wilson, and said instrument, and the probate thereof, is hereby cancelled, revoked, annulled and set aside.

It is hereby further ordered, adjudged and decreed by the court that said instrument bearing date of December 28th, 1928, and which is alleged to have been executed by said James H. Wilson, is not the last will and testament of said James H. Wilson, the probate thereof is hereby denied, and said instrument is also hereby cancelled, annulled, revoked and set aside.

It is hereby further ordered, that the costs of this proceedings shall be paid out of the assets of the estate of said James H. Wilson, deceased.

And the clerk of this court is hereby ordered and directed to send a certified copy of this judgment to the clerk of the Probate Court of Marion County, Indiana, and the clerk of the Probate Court of Marion County, Indiana, is hereby ordered to record this judgment in the proper record of willsa, and cause notice thereof to be issued, served and published as by law required, and to tax the expenses thereof as a part of the cost of this proceedings.

All of which is hereby 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, October 9th, 1933.

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

STATE OF INDIANA ON THE RELATION)
OF LUTHER F. SYMONS, BANK COM-)
MISSIONER OF INDIANA.)
VS) # 13635
HUNTER BANK,)

Comes now Thomas G. Smith, by counsel, and files petition for allowance of claim as preferred, which petition is in the words and figures following, to-wit: (H.I.).

ATLAS E. GORE)
VS) # 14007
ROSIE E. GORE, ET AL.)

Comes now the defendant, Fletcher Joint Stock Land Bank, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

FLETCHER AMERICAN)
NATIONAL BANK)
VS) # 14028
THOMAS A. BELL, ET AL.)

Comes now again 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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed.

HUGH J. BAKER CO.)
VS) # 13788 Judgt. vs Pltf. for Costs.
BOARD OF SCHOOL COMMIS-) J. D. 16, Page 140.
SIONERS, ET AL.)

It appearing to the Court that this cause is set for trial, and the plaintiff failing to appear, said cause is now dismissed 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, and the plaintiff, Hugh J. Baker Company, is ordered to pay the costs taxed at _____dollars and _____ cents.

IMPANELLING OF THE GRAND JURY FOR THE SEPTEMBER TERM, 1933.

The Clerk of this Court is ordered to issue venire for the jurors of the Grand Jury, requiring them to be and appear in the Hendricks Circuit Court on Wednesday, October 11th, 1933, for jury services.

C. E. GRANT)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the plaintiff resumes the introduction of evidence. And now the plaintiff rests and the defendant begins the introduction of evidence. And the Court having heard a part of the evidence in this cause, the Court now adjourns until 9:00 o'clock A. M. Tuesday.

John W. Hornaday, Special Judge.

STATE OF INDIANA)
VS) # 7391
JOHN DUFFY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and comes also the defendant, John Duffy, in his own proper person, who being duly arraigned in open Court, for his plea says that he is not guilty. And now the Court fixes said defendant's bond at $500.00.

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 10th, 1933.

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

C. E. GRANT)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the defendant resumes introduction of evidence. The defendant now rests and plaintiff introduces evidence in rebuttal. And now the plaintiff and defendant rests, and the Court adjourns until 9:00 o'clock Wednesday Morning, October 11th, 1933.

John W. Hornaday, 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, October 11th, 1933.

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

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

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

INEZ LOWDER)
VS) # 13977
PITTSBORO WATER COMPANY)

Comes now the receiver, by counsel, and files his report, which report is in the words and figures following, to-wit: (H.I.). And the Court having examined said report, notice is now ordered to creditors to file claims on or before October 25th, 1933.

EDWARD C. HAASE)
VS) # 13553
WILLIAM A. OPPLE)

Comes now the defendant and files motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised now overrules the same, to which ruling of the Court the defendant duly excepts. And now the said defendant files answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

Comes now the plaintiff, by counsel, and files demurrer to second paragraph of answer, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having examined said demurrer and being duly advised, now overrules the same, to which ruling of the Court the plaintiff duly excepts. And plaintiff now files reply to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

And this cause being at issued, 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 in this cause, now takes the same under advisement.

C. E. GRANT)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the plaintiff and defendant each file written request for the Court to instruct the jury in writing and to indicate before argument the instructions it will give and those it refuses to give. And now the plaintiff tenders instructions numbered one to five both inclusive, and the Court indicates

in writing that it will give of plaintiff's instructions numbered 1, 2, 3 as modified, and 4 and that it refuses to give plaintiff's instruction numbered 5. Defendant tenders instructions numbered one to nine both inclusive, the Court in writing indicates it will give of defendant's instructions numbered 1, 2 as modified, 3 as modified, 4, 5, and that it refuses to give numbers 6 and 7. The Court indicates in writing that it will give of its own, instructions numbered one to ten both inclusive.

Arguments of counsel begun and concluded, jury being instructed as above indicated retires in charge of a sworn bailiff.

Plaintiff excepts separately and severally to the Court giving instructions one to ten on its own motion, to its giving instructions one to five both inclusive of instructions tendered by the defendant, and to its refusal to give instructions numbered three without modification and instruction number five tendered by the plaintiff.

Defendant excepts separately and severally to the Court giving of its own motion instructions one to ten both inclusive, to its giving instructions 1, 2, 3 as modified and 4 of those tendered by the plaintiff and to its refusal to give instruction number two without modification, number 6 and 7 of the instructions tendered by the plaintiff.

And now all of the instructions given and all of those tendered and refused and all memorandum thereon and exceptions thereto, without a bill of exception, 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 the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

John W. Hornaday, 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 12th, 1933.

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

C. E. GRANT.)
VS) # 12844
THE WEST STREET COLD)
STORAGE COMPANY.)

Come now the parties, by counsel, and the jury is again brought into Court, and it appearing that they are unable to agree upon a verdict, and there being no objections, they are now discharged from further deliberation.

John W. Hornaday, Special Judge.

BOYD M. RALSTON, RECEIVER)
OF FARMERS TRUST COMPANY.)
VS) # 14020
EMMA MILES THOMAS.)

Comes now the defendant, Emma Miles Thomas, by counsel, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

RICHARD C. SMITH)
VS) # 14030
WELLINGTON HARPER)

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

GEORGE RUSE)
VS) # 13568 Judgt. vs Deft. for $113.30 and Costs.
CHRISTOPHER C. HELTON) J. D. 16, Page 140.

Come now the parties, by counsel, and by agreement of said parties, the Court finds for the plaintiff and that there is due the plaintiff from the defendant, Christopher C. Helton, on the note sued upon the principal sum of $103.00 and the further sum of $10.30, as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a personal judgment against the defendant for a total of said two sums, together with the costs for this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Christopher C. Helton, the sum of $113.30, together with the costs of this action, taxed at _____ dollars and _____ cents.

STATE OF INDIANA)
VS) # 7384 Judgt. vs Deft. for $5.00 per week.
WILLIAM DALE) J. D. 16, Page 140.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, William Dale, in his own proper person, and in open Court

and with the consent of the defendant, the Court now orders the said defendant to pay to the Clerk of this Court, the sum of $5.00 per week for the support of the children named in said affidavit. And the defendant is ordered to give bond guaranteeing the payment of said sum for the period of two years.

And now the defendant, William Dale, tenders his bond conditional as by law required, with Clinton Earl Dale, George R. Stewart and Jerry Higgins as sureties thereon, which bond is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said bond and being sufficiently advised in its premises, now approves the same, and the defendant, William Dale, is now released pending further order of the Court.

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 13th, 1933.

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

IDA GERMANSON)
VS) # 13707
BASCA MANUFACTURING CO.)

Come now again the parties, by counsel, and the Court being duly advised, now sustains the petition to set aside former order permitting pleadings to be withdrawn, heretofore filed, to which ruling of the Court the defendant duly excepts.

It is, therefore, now ordered and adjudged by the Court that the order of the Court permitting the defendant to withdraw pleadings, to be vacated and set aside, and the pleadings heretofore withdrawn by the defendant, are hereby ordered re-instated.

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS, ET AL.)

Come now the parties, by counsel, and the plaintiff now dismises first paragraph of complaint, and motion to strike out second paragraph of complaint, heretofore filed, is now overruled, to which ruling of the Court the defendants McGinty and McGinty object and except. And now the defendants are ruled to answer on or before October 16th, 1933.

JESSIE ZERNE BRADY)
VS) # 13943
INDIANA TRAVELERS)
ASSURANCE COMPANY)

Comes now the defendant, by counsel, and files motion to make plaintiff's third amended complaint more specific, which motion 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, October 14th, 1933.

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

WALTER THOMPSON, ET AL)
VS) # 13902
EVERARD F. HADLEY, ET AL)

Come now again the parties, by counsel, and the Court having examined the motion for change of venue from the Judge, heretofore filed, and being duly advised, now sustains the same. The parties being unable to agree upon a Judge to try the case, the Court now submits the names of Judge Edgar A. Rice, Chase Harding and Courtland C. Gillen, from which to select the Special Judge.

STATE OF INDIANA)
VS) # 7416 Judgt. vs Deft. for $5.00 Fine and Costs.
BERT HICKS) J. D. 16, Page 141.

Comes now the State of Indiana, by John A. Kendall, 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.

Whereupon the Court being duly advised, now finds that the defendant, Bert Hicks for the offense by him committed be fined in the sum of $5.00 and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Bert Hicks, for the offense by him committed be and he is fined in the sum of $5.00, and that he pay the costs of this action, taxed at _____ dollars and _____ cents.

And the defendant is now given until November 15th, 1933, to pay said fine and costs, and is now released from custody until said date.

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 15th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

Comes now the plaintiff, by counsel, and files third paragraph of reply, which third paragraph of reply is in the words and figures following, to-wit: (H.I.). And now said plaintiff submits interrogatories to defendant, which interrogatories are in the words and figures following, to-wit: (H.I.).

JOHN AMSLER)
VS) # 13313
CITY OF INDIANAPOLIS)

Come now the defendants, McGinty and McGinty, by counsel, and file answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

Come now again the parties, by counsel, and the defendant strikes the name of Courtland C. Gillen, and the plaintiff strikes the name of Edgar A. Rice, and the name of Chase Harding remaining, the Court now appoints Chase Harding, a practicing attorney, as Special Judge of this cause.

OSCAR A. DIXON)
VS) # 13927
KERR GLASS MANUFACTURING)
COMPANY, ET AL.)

Come now again the parties, by counsel and in person, 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: Martin Griggs, Clay Wilson, Carl Batz, Vesper Bailey, Wesley Brown, Clarence Watt, Charles McDaniel, Roy Carter, George L. Fisher, Earl Thompson, Ralph Leach and Rufus Nysewander, twelve good and lawful men, householders and freeholders of Hendricks County, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Tuesday, October 17th, 1933.

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

A. J. Stevenson, 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, October 18th, 1933.

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

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS)

Come now the parties, by counsel, and the plaintiff files demurrer to second paragraph of answer of defendants McGinty and McGinty, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts. And now said plaintiff files reply to second paragraph of answer of the defendants McGinty and McGinty, which reply is in the words and figures following, to-wit: (H.I.).

And this cause being at issued, the sheriff of this county is ordered to bring into open Court the following jurors for jury service, to-wit: Martin Griggs, Clay Wilson, Carl W. Batz, Vesper Bailey, Wesley Brown, Clarence Watt, Charles W. McDaniel, Roy Carter, Ralph Leach, L. D. Dodd, Lee Lukins and Rufus Nysewander, twelve good and lawful men, householders and freeholders of Hendricks County, and legal voters thereof, who are duly and legally impanelled and sworn in open court to well and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 8:30 A. M., Thursday, October 19th, 1933.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13555 Judgt. vs Defts. for Costs.
WARREN W. ROBBINS) J. D. 16, Page 142.
BESSIE B. ROBBINS)

Comes now the plaintiff, by counsel, and comes also Otis E. Gulley, herein, and withdraws his appearance. 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 its 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 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 cause, now finds for the plaintiff, and that the plaintiff is entitled to recover the possession of the real estate described, which real estate is as follows:

Approximately 293 acres located on the north side of the National Road a short distance west of Belleville, the same being located in Section 2, Township 15 North of Range 1 West.

That the same was wrongfully held by the defendants.

And the Court further finds that the defendants, Warren W. Robbins and Bessie B. Robbins, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff, The Prudential Insurance Company of America, is entitled to recover the possession of the above described real estate, and that the defendants, Warren W. Robbins and Bessie B. Robbins, pay the costs of 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 Morning, October 19th, 1933.

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

SARA E. HENZIE)
VS) # 14023
THOMAS H. KOMSTOHK)

Comes now the defendant, by counsel, and files petition for physical examination of plaintiff, which petition is in the words and figures following, to-wit: (H.I.). And the Court having examined said petition and being duly advised in its premises, now appoints Dr. La Rue Carter and Dr. L. W. Armstrong, to examine the plaintiff.

BERNICE E. SHIRLEY)
VS) # 13535 Judgt. vs Pltf. for Costs.
AUBREY WALKER, ET AL.) J. D. 16, Page 142.

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed, 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, and the plaintiff, Bernice E. Shirley, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

THE UNION CENTRAL LIFE)
INSURANCE COMPANY OF)
CINCINNATI, OHIO.)
VS) # 13619
IDA B. HADLEY, AND OTHERS.)

Come now the receiver, John C. Taylor, by counsel, and files his final report, which final report is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said final report and being sufficiently advised in its premises, now approves the same, and said receiver is discharged from his bond and trust.

JOHN AMSLER)
VS) # 13813
CITY OF INDIANAPOLIS)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of evidence is continued and concluded. At the close of all the evidence, the defendant, City of Indiana, files motion for a directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, now overrules the same, to which ruling of the Court the defendant, City of Indianapolis, duly objects and excepts. And the defendants, McGinty and McGinty, file motion for a directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, now overrules the same, to which ruling of the Court the defendants, McGinty and McGinty each separately and severally objects and excepts.

Friday Morning, October 20th, 1933.

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

CYRUS C. WILLIAMSON)
VS) # 13981. ENTRY. Judgt. vs Pltf. for Costs.
LA SALLE EXTENSION) J. D. 16, Page 143.
UNIVERSITY, ET AL.)

Comes now the defendant, La Salle Extension University, and files its demurrer to plaintiff's complaint; and comes now the defendant, General Baking Company, and files its petition denying interest and paying into the clerk of Marion County the sum of $90.92 and upon change of venue to Hendricks County, pays into the clerk of said Hendricks County the sum of $35.50; and comes now the defendant, Charles L. Sumner, Sheriff of Marion County and wholly defaults;

And the Court having heard the argument of counsel and being duly advised in the premises sustains the demurrer of the defendant, La Salle Extension University; and the plaintiff having refused to plead further, the Court finds against the Plaintiff, Cyrus C. Williamson it is now therefore,

ORDERED, ADJUDGED And DECREED by the Court that the Clerk of Hendricks County pay over to the defendant, La Salle Extension University, the sum of $35.50; that the Clerk of Marion County pay over to the defendant, La Salle Extension University, the sum of $90.92; that the defendant, General Baking Company, honor the garnishee order and deduct 10% of the wages of the plaintiff, Cyrus C. Williamson, in accordance with said garnishee order until all of said principal, interest and court costs in said original action shall have been deducted; and to pay the same over the defendant, La Salle Extension University.

RECEIPT

Nov. 6-1933- Rec'd. $35.50 amount paid by General Baking Company, garnishee defendant herein, to Clerk of the Hendricks Circuit Court.

Lasalle Extension University
Harvey & Demaree Attys.

FRANK BOWMAN)
VS) # 13331 Judgt. vs Pltf. for Costs.
WALTER W. SIMMONS) J. D. 16, Page 143.

Comes now the defendant, by counsel, and the Court now dismisses this cause of action 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 now dismissed for want of prosecution, and the plaintiff, Frank Bowman, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

WALTER BARLOW, EXECUTOR OF THE)
ESTATE OF SAMUEL M. CARTER, DE-)
CEASED.)
VS) # 13400 Judgt. Vs Pltf. for Costs.
OTIS E. GULLEY.) J. D. 16, Page 143.

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, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Walter Barlow, Executor of the Estate of Samuel M. Carter, Deceased, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

EDWARD C. HAASE)
VS) # 13553 Judgt. vs Pltf. for Costs.
WILLIAM A. OPPLE) J. D. 16, Page 144.

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause and now being duly advised, now finds for the defendant, and that the plaintiff should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff take nothing by his complaint, and that the defendant recover his costs from the plaintiff, Edward C. Haase, taxed at _____ dollars and _____ cents.

MARION F. FARROW, BY HER NEXT)
FRIEND ERNEST E. FARROW, SR.)
VS) # 13690 Judgt. vs Pltf. for Costs.
J. MARTIN THOMPSON.) J. D. 16, Page 144.

It appearing to the Court that this cause is now settled, the same is now dismissed by the Court 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, and the plaintiff, Marion F. Farrow, by her next friend Ernest E. Farrow, Sr., is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

JOHN AMSLER)
VS) # 13813 Judgt. vs Pltf. for Costs.
CITY OF INDIANAPOLIS) J. D. 16, Page 144

Come now the parties, by counsel, and the Court now renders judgment on the verdict of the jury.

It is, therefore, considered and adjudged by the Court that the plaintiff take nothing on his complaint, and that the defendants recover their costs from the plaintiff, John Amsler, taxed at _____ dollars and _____ cents.

Friday, October 20th, 1933, and the 41st day of the September Term, 1933.

IRA M. SHARP)
VS) # 14009
CHARLES H. BELL)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before October 27th, 1933.

SARA E. HENZIE)
VS) # 14023
THOMAS H. KOMSTOHK)

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: Martin Griggs, Clay Wilson, George Fisher, Vesper Bailey, Wesley Brown, Clarence Watt, Charles W. McDaniel, Roy Carter, Ralph Leach, R. H. Mason, Earl E. Thompson and Rufus Nysewander, twelve good and lawful men, householders and freeholders of Hendricks County, and legal voters thereof, who are duly and legally impanelled and sworn in open court to sell and truly try the issues joined herein and a true verdict give according to the law and evidence introduced.

And the jury having heard a part of the evidence in this cause, said jury is permitted to separate under proper instructions touching their conduct until 9:00 o'clock A. M. Saturday, October 21st, 1933.

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

A. J. Stevenson, Judge.

Saturday, October 21st, 1933, and the 42nd day of the September Term, 1933.

Saturday Morning, October 21st, 1933.

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

ARABELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

Comes now the defendant, by counsel, and files motion to require the plaintiff to answer questions, which motion is in the words and figures following, to-wit: (H.I.).

THE CONNECTICUT MUTUAL LIFE)
INSURANCE COMPANY.)
VS) # 14099 ORDER BOOK ENTRY.
PEARL MOORE, and)
JOHN F. MOORE, her husband)
Ralph Blouton, tenant)

Comes now the plaintiff, The Connecticut Mutual Life Insurance Company, by its attorney, J. Bertrand Ewer, and files with the court an affidavit for publication on complaint to Foreclose a mortgage on real estate against Pearl Moore and John F. Moore, her husband, which affidavit is in the words and figures as follows, to-wit: (H.I.); and the court having examined and approved the affidavit and having been sufficiently advised in the premises finds that the defendant, Pearl Moore and John F. Moore, her husband, are non-residents of the State of Indiana and upon diligent inquiry their residence were found to be in Michigan; that the cause of action arose in the State of Indiana with regard to real estate described in plaintiff's complaint in this cause.

It is therefore ordered, adjudged and decreed that the said defendants are non-residents of the State of Indiana and that the Clerk do issue publication as required by law upon said defendants, Pearl Moore and John F. Moore, her husband,

All of which is ordered, adjudged and decreed.

SARA E. HENZIE)
VS) # 14023
THOMAS H. KOMSTOHK)

Come now the parties, by counsel, and the jury is again brought into open Court, and the taking of evidence is continued. At the close of the plaintiff's evidence, said plaintiff now files motion to amend the complaint, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, now sustains the same and complaint is ordered amended, and plaintiff rests.

The defendant, Thomas H. Komstohk, and files motion for directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts.

The taking of evidence is continued and concluded, and at the close of evidence, the defendant, Thomas H. Komstohk, files motion for directed verdict, which mo-

tion is in the words and figures following, to-wit: (H.I.).

And now the jury is permitted to separate under proper instruction until 9:00 o'clock A. M. Monday, October 23rd, 1933.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
PLAINTIFF.)
-VS-) CAUSE # 13812
OTTO N. MOORE,) D E C R E E.
MAUDE E. MOORE,) Judgt. vs Defts. Otto N. Moore and Maude E.
CHARLES G. KINGSBURY) Moore, for $12,636.26 and Costs.
KATHERIN KINGSBURY,) J. D. 16, Page 144.
THE FIRST NATIONAL BANK, PLAINFIELD,)
FIRST NATIONAL BANK & TRUST COMPANY)
OF PLAINFIELD, INDIANA,)
SAMUEL BURNELL,)
MARGARET BURNEE, HIS WIFE;)
CLARENCE BURNELL,)
CLOVIE I.BURNEE, HIS WIFE;)
WILLIAM E. BURNELL,)
HALLIE BURNELL, HIS WIFE,)
DEFENDANTS.)

Comes now the plaintiff by counsel, and now in open court dismisses its complaint as to the defendants, Charles G. Kingsbury and Katherin Kingsbury.

And it appearing to the satisfaction of the Court by the sheriff's return to the summons issued in this cause to the sheriff of Hendricks County, which summons and return of the sheriff are in the words and figures following, to-wit: (H.I.):

That the defendants, Otto N. Moore, Maude E. Moore, The First National Bank, Plainfield; First National Bank & Trust Company of Plainfield, Indiana; Samuel Burnell, Margaret Burnell, his wife; Clarence Burnell and Clovie I. Burnell, his wife; and William E. Burnell and Hallie Burnell, his wife, have been served with summons herein; that each of them has had due and legal notice of the pendency of this cause and of the time when and court in which it would come on to be heard.

And come now the defendants, The First National Bank, Plainfield, and First National Bank & Trust Company of Plainfield, Indiana, and files herein their answer in denial, which answers are in the words and figures following, to-wit: (H.I.);

And now on motion of the plaintiff, each of the defendants, Otto N. Moore, Maude E. Moore, Samuel Burnell, Margaret Burnell, Clarence Burnell, Clovie I. Burnell, William E. Burnell and Hallie Burnell, is three times loudly called in open court, but comes not, nor anyone of them, but herein wholly makes default.

Now this cause being at issue on the complaint, the answers of the named defendants and the default of the named defendants, the same is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

Now the Court being duly advised in the premises, having heard the evidence, finds for the plaintiff that the allegations of the complaint are true and that the relief therein prayed should be granted.

The Court further specifically finds that there is due to the plaintiff from the defendants, Otto N. Moore and Maude E. Moore, the following sums, to-wit:

Valance of principal	$10,2000.00
Int. accrued on 4 - 11 - 32	612.00
8% int. to 10 - 18 - 33	1,314.26
Abstract expense	10.00
	$12,136.26

The Court further finds that a reasonable fee for the plaintiff's attorney is the sum of $600; and that plaintiff is entitled to recover said sum as part of its judgment.

The Court furthur finds, as alleged, that the above indebtedness is secured by a mortgage lien on real estate in Hendricks County, Indiana, as hereinafter described; that the said mortgage was duly executed by Otto N. Moore and Maude E. Moore, and Charles G. Kingsbury and Katherin Kingsbury, on April 11, 1919, at which time said defendants were the owners in fee simple of said real estate; that said mortgage was filed for record at 1:25 o'clock, P. M. and recorded in Mortgage Record 69, Page 225, in the office of the Recorder of Hendricks County, Indiana; that on its filing for record, said mortgage became, has since remained, and now is a first and paramount lien on the real, prior and superior to all claims of the defendants therein and thereto and to the claims of all persons claiming through any of said defendants since the commencement of this suit.

The Court further finds, as alleged, that the terms of said note and mortgage were breached in this: That when the interest on said principal became due on April 11, 1932, the same was not paid; that thereupon the plaintiff elected to declare due and owing the entire principal balance with interest at 8 per cent per annum.

The Court further finds that the real estate is inadequate security for the mortgage debt; that the plaintiff is in danger of suffering great and irreparable damage unless a receiver is appointed forthwith.

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants, Otto N. Moore and Maude E. Moore, the sum of $12,136.26, principal, interest and advancements, together with the further sum of $500, attorney fees, or a total of $12636.26, together with costs of this suit, and accruing costs, with 8 per cent. interest per annum from this date; all payable without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed that the plaintiff's mortgage be foreclosed; and that the equity of redemption of each and all of the defendants in the following described real estate in Hendricks County, Indiana, to-wit:

The West half of the Northwest Quarter of Section 15, Township 15 North, Range 1 East of the Second Principal Meridian, containing 80 acres;
Also, the east half of the Northeast quarter of Section 16, Township and Range aforesaid, containing 80 acres;
Also, a part of the South half of the Southwest quarter of Section 10, Township and Range aforesaid, bounded and described as follows, to-wit: Beginning at the South half mile stone of said Section 10 and running thence west on the Section line 36 chains and 14 links to the center of Big White Lick Creek; thence with said Creek north 5½ degrees West 3 chains and 97½ links; thence east parallel with the Section line 36 chains and 30 links to the East line of said half quarter; thence south with said line 3 chains and 97 links to the place of beginning, containing 14.38 acres, more or less;
Containing in all 174.38 acres, more or less, in Washington Township, Hendricks County, Indiana;

be foreclosed and that the said real estate, together with all right, title and interest of the defendants in and to the same, or as much thereof as may be necessary, shall be advertised and sold by the sheriff of Hendricks County, Indiana, as other lands are sold on execution, sale to be made without relief from valuation or appraisement laws, but free and clear of all claims of all defendants and of all persons claiming through them since the commencement of this suit; proceeds to be applied as follows, to-wit:

1. To the payment of costs accrued and accruing;
2. To the payment of plaintiff's judgment with 8% interest;
3. The overplus, if any there be, shall be paid by the sheriff to the clerk of this court for the benefit of the person lawfully entitled to receive the same.

It is further ordered that Claude W. Gladden be and he is hereby appointed receiver to take charge of the above described real estate pending sale and during the period of redemption, to rent and cultivate the same, to collect the rents and profits thereupon accrued and accruing and apply the same to the payment of taxes, assessments and insurance premiums and otherwise as the court may direct; and the court now fixes the bond of said receiver in the sum of $500.00.

Comes now, Claude W. Gladden, receiver hereinbefore appointed, and files herein his bond in the sum fixed by the court and with sureties satisfactory to the court, and takes oath in open court and enters upon the performance of his trust.

It is further ordered that a certified copy of this decree, under the hand and seal of the clerk of this court, directed to the sheriff of Hendricks County, Indiana, shall be sufficient authority for said sheriff to proceed forthwith to execute this decree; and said sheriff shall make due return of his proceedings herein.

It is further ordered that when the sheriff's deed shall have been executed in consummation of said sale, the clerk of this court shall proceed forthwith to release of record the mortgage herein foreclosed.

It is further ordered that if any person, after the execution of said sheriff's deed shall fail or refuse to surrender possession to the holder of said sheriff's deed, or his, or its grantee, a Writ of Assistance shall issue to and be served by the sheriff of Hendricks County, Indiana, to remove from the premises the said person or persons failing or refusing to yield possession.

And all of which is ordered, adjudged and decreed.

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

Record read and signed in open court.

T. J. Stevenson, Judge.

