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Monday, October 23rd, 1933, and the 43rd day of the September Term, 1933.

Monday Morning, October 23rd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BANKERS TRUST COMPANY,)
EXECUTOR OF LAST WILL)
AND TESTAMENT OF MARY)
J. PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR)
GADDIE, 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 now the plaintiff 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 after the opening statements by counsel, this cause is continued until Wednesday, October 25th, 1933.

SARA E. HENZIE)
VS) # 14023
THOMAS H. KOMSTOHK)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the Court now overrules the motion of Thomas Komstohk for a directed verdict, to which ruling the defendant, Thomas Komstohk, duly objects and excepts.

And now the plaintiff before the argument, tenders instructions numbered one to ten inclusive and requests the Court to indicate in writing which of said instructions will be given and which refused. And the defendant tenders instructions numbered from one to twenty-three, inclusive, and asks the Court to indicate before the argument which instructions will be given and which refused. And the Court now indicates that it will give of the instructions tendered by the plaintiff numbers one, two, four, five, six, and eight, and the Court refuses to give of the instructions tendered by the plaintiff numbers three, seven, nine and ten to the refusal of each one of which the plaintiff objects and excepts. The Court indicates it will give of the instructions tendered by the defendant, Thomas Komstohk, numbers five, seven, nine, fourteen, sixteen, nineteen and twenty, and the Court refuses to give of the instructions tendered by the defendant, Thomas Komstohk, numbers one, two, three, four, six, eight, ten, eleven, twelve, thirteen, fifteen, seventeen, eighteen, twenty-one, twenty-two and twenty-three, to the refusal of each one of which the defendant, Thomas Komstohk, duly objects and excepts.

Arguments are heard and concluded. At the close of the arguement, the Court instructs the jury in writing, giving of its own motion instructions numbered one to eight inclusive, to the giving of each one of which the plaintiff and the defendant each separately and severally object and except. And the Court gives of the in-

structions tendered by the plaintiff numbers one, two, four, five, six and eight, to the giving of each one of which the defendant, Thomas Komstohk, duly objects and excepts. And the Court gives of the instructions tendered by the defendant numbers five, seven, nine, fourteen, sixteen, nineteen and twenty, to the giving of each one of which the plaintiff duly 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 brought into Court and return a verdict for the plaintiff in the sum of five hundred dollars against the defendant Thomas Komstohk, and for the defendant, Thomas H. Komstohk, which verdict is in the words and figures following, to-wit:

SARA E. HENZIE
VS
THOMAS H. KOMSTOHK, ET AL } CAUSE NUMBER 14023

We, the jury, find for the plaintiff and against the defendant, Thomas Komstohk, and assess her damages in the sum of $500.00, and we find for the defendant Thomas H. Komstohk.

Earl E. Thompson
FOREMAN

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

Tuesday Morning, October 24th, 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, October 25th, 1933.

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

BANKERS TRUST COMPANY, EXECUTOR)
OF LAST WILL AND TESTAMENT OF)
MARY J. PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR GADDIE,)
ET AL.)

Come now again the parties, by counsel, and after hearing a part of the evidence in this cause, Court adjournes until 9:00 o'clock A. M. Thursday, October 26th, 1933.

WALTER THOMPSON, ET AL)
VS) # 13902
EVERARD F. HADLEY, ET AL)

Comes now Chase Harding, heretofore appointed special judge in this cause, and accepts said appointment and qualifies as such special judge and assumes jurisdiction of this case, which qualifications are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
Sept. Term, 1933.

Walter Thompson, et al.)
AGAINST) No. 13902
Everard F. Hadley, et al.)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the regular Judge appoint Chase Harding, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

Oct. 25 1933 Judge Hendricks Circuit Court

The State of Indiana, County of Hendricks, Sct:

I, Chase Harding, 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 Walter Thompson, et al against Everard F. Hadley, et al, so help me God.

Chase Harding

Subscribed and sworn to this 25th day of Oct. 1933, before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

ARTHUR G. BLAIR, ETC.)
VS) # 14087 Judgt. vs Deft. for $1.00 and Costs.
OSCAR HAMM) 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 having 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 the plaintiff is the owner of the automobile described in his complaint, and described as follows, to-wit: One Ford Roadster, Engine No. 14431978; and entitled to the immediate possession thereof, that the defendant wrongfully withholds possession thereof to the plaintiff's damage in the amount of $1.00.

It is, therefore, adjudged and decreed by the Court that the plaintiff have and receive the immediate possession of the automobile described in the complaint, and described as follows, to-wit: One Ford Roadster, Engine No. 14431978; together with the damage in the sum of $1.00 for the unlawful withholding thereof.

It is further adjudged by the Court that the plaintiff recover his costs in this case, 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 26th, 1933.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 14085
WILBUR HADLEY, ET AL.)

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

BANKERS TRUST COMPANY, EXECUTOR)
OF LAST WILL AND TESTAMENT OF)
MARY J. PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR GADDIE,)
ET AL.)

Come now again the parties, by counsel, and the taking of evidence is continued. And after hearing a part of the evidence in this cause, Court adjourns until 9:00 o'clock A. M. Friday, October 27th, 1933.

STATE OF INDIANA EX)
REL JAMES D. GENTRY)
) # 13395 E N T R Y
VS)
GROVER AGAN, ET AL.)
)

Comes now the parties, in the above entitled cause, and comes also Louis W. Ewbank heretofore appointed Special Judge in this cause, and the court heretofore having filed his special finding of facts in said cause, now enters his conclusions of law on said special finding of facts, which conclusions of law are as follows, to-wit:

1st. That the plaintiff take nothing by his complaint herein.

2nd. That William E. Beaman is the true and lawful owner of stock certificate #10 in The Home Telephone Company of Pittsboro, Indiana, which was originally issued in the name of Willard E. Beaman.

3rd. That the defendant herein recover of and from the plaintiff its costs taxed at _____dollars and _____cents.

To each of which conclusions of law the plaintiff herein separately and severally accepts.

_____
Honorable Lewis W. Ewbank, Special Judge

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

Friday Morning, October 27th, 1933.

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

BANKERS TRUST COMPANY, EXECUTOR)
OF LAST WILL AND TESTAMENT OF)
MARY J. PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR GADDIE,)
ET AL.)

Come now again the parties, by counsel, and the taking of evidence is continued. And after hearing a part of the evidence, the Court adjourns until 9:00 o'clock A. M. Saturday, October 28th, 1933.

DAVIE B. BLUNK)
VS) # 14097
BESSIE V. BLUNK)

Comes now Pearl Lee Vernon, herein, and enters her appearance for the defendant.

CHLOEA PEARCY)
VS) # 14100
RAYMOND PEARCY)

Comes now the plaintiff, by counsel, and files petition for allowance, which petition 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 28th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

BANKERS TRUST COMPANY EXECUTOR)
OF LAST WILL AND TESTAMENT OF)
MARY J. PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR GADDIE,)
ET AL)

Come now again the parties, by counsel, and the taking of evidence is continued. And after hearing a part of the evidence, the Court adjourns until Tuesday, October 31st, 1933, at 9:00 o'clock A. M.

WASHINGTON BANK & TRUST COMPANY)
VS) #13014 Judgt. vs Edward D. Courtney for
EDWARD D. COURTNEY) $5593.19 and Costs.
MABLE Y. COURTNEY) J. D. 16, Page 145.
SAMUEL P. YENNE)

Comes now the parties, and it being suggested to the court that since the bringing of this action the plaintiff, The Washington Bank & Trust Company has passed into the hands of a receiver, and that Oran S. Hack is now the duly and legally appointed, qualified and acting receiver for said plaintiff, the Washington Bank & Trust Company, the said Oren S. Hack, receiver of the Washington Bank & Trust Company, is now hereby named and substituted as plaintiff in this cause, in place of and instead of the Washington Bank & Trust Company, and now said plaintiff dismisses its complaint as to the defendant, Mable Y. Courtney.

And now comes the defendants and each for themselves separately and severally, file their separate and several answers, which answers are in words and figures following to-wit: (H.I.) and now said cause being at issue by agreement of parties, the cause is now submitted to the court for trial, finding, judgment and decree without the intervention of a jury, and the court having heard the evidence, and being fully advised and informed in the premises, finds for the plaintiff against the defendant, Edward D. Courtney, and as to the issues between the plaintiff and the defendant Samuel P. Yenne, the court finds for the said defendant Samuel P. Yenne, and against the plaintiff.

The court further finds that on January 4, 1930 the said defendant Edward D. Courtney, under the name and style of E. D. Courtney and Mable Y. Courtney executed the note as alleged in plaintiff's complaint and that there is now due on said note as principal and interest the sum of $5393.19 and the sum of $200.00 as attorney fees, and that the total amount due on said note is $5593.12.

The court further finds that the conveyance of certain real estate executed by the defendants Edward D. Courtney and Mable Y. Courtney on the 21st day of July, 1930 conveying to said Samuel P. Yenne the real estate described in plaintiff's complaint, was made for a valid and valuable consideration paid by the grantee to the

grantor, and that said conveyance was not made for the purpose of cheating or defrauding the plaintiff and that said conveyance should be upheld and that said conveyance was duly recorded on the 21st day of July 1930 in deed record 138 at page 487 in the Recorder's Office of Hendricks County Indiana.

It is therefore adjudged and decreed by the court that the plaintiff recover of and from the defendant Edward D. Courtney, the sum of $5593.19 without relief of valuation or appraisment laws, together with the cost of this action taxed at $.

It is further adjudged and decreed by the court that the conveyance made by the defendants, Edward D. Courtney and Mable Y. Courtney to Samuel P. Yenne on the 21st day of July, 1930 conveying the following described real estate situated in Hendricks County, Indiana, to-wit:

A part of the northeast quarter a part of the northwest quarter of Section 10, township 15 north of range 1 west bounded as follows to-wit: Beginning at a point which is 2217.5 feet north 931 feet north 82 degrees and 52 minutes east and 50 feet north 7 degrees and 8 minutes west of the southwest corner of said Section 10, which point is on the north line of C. C. C. & St. L. R. R. where the same intersects the center line of the Danville Cartersburg Gravel Road and running thence north 31 degrees west with the center of said gravel road 30 rods to the intersection of South Tennessee Street in the town of Danville, Indiana; thence north 17 rods and 3½ feet to a point 17 rods and 3½ feet north of a corner stone placed by Allen Furnas and Edward Courtney in the center of South Tennessee Street thence north 82 degrees east 40 rods to the line dividing the east the west halves of said northwest quarter; thence east 58 rods to a point in the center of the Danville and Plainfield Road; thence southeast with the center of said highway 9 rods to a point on the east line of said northwest quarter, and which point is 8 chains and 77 links north of the center of said Section 10; thence east in the center of said road 15 chains and 15 links; thence south 82 degrees east 9 chains and 9 links; thence north 55 degrees east 10 chains and 95 links; thence south 56 degrees east 7 chains and 75 links thence south 56 degrees east 3 chains to the east line of said Section 10; thence south on the east line 9 rods to a point on the north line of the right-of-way of the C. C. C. & St. L. R. R. and which point is 3114 feet north of the southeast corner of said Section 10; thence south 82 degrees and 52 minutes west on and along the north line of the right-of-way 1189.3 feet; thence north 7 degrees and 8 minutes west 40.3 feet thence south 82 degrees and 16 minutes west 1780 feet to a point on the west line of said northeast quarter; thence south 101.8 feet to the center of said Section 10; thence south 82 degrees and 52 minutes west 541, ft; thence south 82 degrees and 52 minutes west 1180 feet to the place of beginning, estimated to contain 56 acres, be the same more or less, is valid and of full force and

effect, and that said conveyance be, and the same is now hereby adjudged, by the court to be valid and is adjudged to have been made for an adequate and valid and valuable consideration, and it is further adjudged that the said defendant, Samuel P. Yenne recover his cost in this action, taxed at $.

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 30th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

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

BE IT REMEMBERED, That on the 30th day of October, 1933, Charles E. Higgins and L. 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 November Term, 1933 of this court, viz:

1.Parker Dyle,----------Lincoln Township.
2.Howard Rhea,----------Franklin Township.
3.Russell F. Shahan,----------Union Township.
4. Charles E. Merritt,--------Middle Township.
5. Ora Groover,----------Union Township.
6. Oscar Moon,----------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 November Term, 1933 of this court, viz:

1. Charles Pierson,-----Marion	Twp.	16. Earl English,----------Guilford	Twp.
2. Walter R. Wallace,---Franklin	Twp.	17. Glen McClain,----------Washington	Twp.
3. Roy McKee,----------Middle	Twp.	18. Guy Mount,----------Eel River	Twp.
4. Aldes Rawlings,------Union	Twp.	19. Harold R. Hull,--------Brown	Twp.
5. Robert Fritche,------Marion	Twp.	20. Ernest K. Walter,------Middle	Twp.
6. J. M. Roberts, Jr.,--Eel River	Twp.	21. Lee Solsman,----------Franklin	Twp.
7. Jas. W. Milhon,------Clay	Twp.	22. Earl Atkinson,---------Center	Twp.
8. R. L. Smith,---------Clay	Twp.	23. John F. Bray,----------Liberty	Twp.
9. James W. Ferree,-----Lincoln	Twp.	24. L. E. Johnson,---------Washington	Twp.
10. Elra O. Harmon,------Middle	Twp.	25. Harry Foster,----------Union	Twp.
11. Noble Terrill,-------Franklin	Twp.	26. Frank Walton,----------Marion	Twp.
12. Henry Zerr,----------Lincoln	Twp.	27. John W. Mace,----------Middle	Twp.
13. Paul O. Canary,------Middle	Twp.	28. Millard F. Norman,-----Union	Twp.
14. Lester V. West,------Eel River	Twp.	29. Bruce E. Richardson,---Franklin	Twp.
15. John H. Morgan,------Liberty	Twp.	30. Elza O. Almond,--------Guilford	Twp.

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 31st, 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 answers to interrogatories, which answers are in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA, EX REL)
JAMES M. COSLER,)
VS) # 13819
LEWIS L. POUNDS, ETC., ET AL.)

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

ODILA H. GOCKE)
VS) # 14048
KENNETH SMOCK, ETC.)

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 hereby dismissed.

BANKERS TRUST COMPANY EXECUTOR OF)
LAST WILL AND TESTAMENT OF MARY J.)
PROCTOR, DECEASED.)
VS) # 14067
AGNES HENDERSON PROCTOR GADDIE,)
ET AL.)

Come now again the parties, by counsel, and by agreement of parties, this cause is continued pending further proceedings.

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 1st, 1933.

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

RICHARD C. SMITH)
VS) # 14080
WELLINGTON HARPER)

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.).

LUTHER ALLEN)
VS) # 13965
ALBERT CORDES)

Comes now the plaintiff, by counsel, and files motion to dismiss this cause of action, which motion is in the words and figures following, to-wit: (H.I.). And the Court having examined said motion and being duly advised, this cause is now ordered 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.

RAMSARUT MARAJ.)
VS) # 13653
INDIANAPOLIS POWER)
& LIGHT COMPANY, A)
CORPORATION, ET AL.)

Come now the parties, by counsel, and the Court having heretofore examined the motion of Indianapolis Power & Light Company to strike out, and now being duly advised sustains the same as to items one, three and four, to which ruling of the Court the plaintiff duly excepts, and is overruled as to items two, five and six, to which ruling of the Court the defendant duly excepts.

And the Court having heretofore examined the motion of the defendant, Cleveland, Cincinnati, Chicago and St Louis Railway Company, to strike out fourth amended complaint, and being duly advised, now overrules the same, to which ruling of the Court the defendant duly objects and excepts.

BANKERS TRUST COMPANY, Executors,)
etc.)
Plaintiff) Judgt. vs Pltf. for one-half of costs.
vs.) No. 14067 Judgt. vs Defts. for one-half of costs.
AGNES HENDERSON PROCTOR GADDIE,) J. D. 16, Page 145 & 146.
et.al.)
Defendants)

Come now the parties by their respective attorneys and this cause having heretofore been submitted to the Court without the intervention of a jury for trial, finding and judgment on the issues joined on plaintiff's second paragraph

of complaint, defendant's answer thereto and plaintiff's reply, and the Court having heretofore heard the evidence and being duly advised in the premises, and by agreement and consent of all parties hereto, now finds as follows:

That defendant The Indiana Trust Company, Trustee, is the duly appointed, qualified and acting Trustee under the Last Will and Testament of James Proctor, deceased, said defendant and said trust estate being under the jurisdiction and control of the Probate Court of Marion County, Indiana, which Probate Court by order and decree made and entered on the 15th day of October, 1921, duly appointed said defendant, The Indiana Trust Company, Trustee of said decedent's estate under the provisions of Item 3 and Item 12 of the Last Will and Testament of James Proctor and the Joint Memorandum of said James Proctor and his wife, Mary J. Proctor, marked Exhibit "B", which is a part thereof:

> "* * * to manage and control said trust, to pay the income therefrom to Mary J. Proctor, widow of said decedent during her natural life and upon death to pay the several legacies and establish and maintain in the State of Indiana a charitable Home for aged men and women, all according and subject to the provisions of said will and the further orders of this court."

That the Last Will and Testament of said James Proctor, deceased, was written by him in longhand on six separate pages and said Joint Memorandum consisting of five separate pages, marked Exhibit "B", is a part of said James Proctor's Last Will and Testament; that James Proctor's said Last Will and Testament, including said Memorandum marked Exhibit "B", which is a part thereof, was duly signed, acknowledged and witnessed by him on September 11, 1917, and on October 22, 1920, after the death of said testator was duly admitted to probate by said Marion Probate Court and was duly recorded in Will Record EE at page 491 et seq. in the Office of the Clerk of the Circuit Court of Marion County, Indiana.

That the 9th Item of said Joint Memorandum marked Exhibit "B", which is a part of James Proctor's Last Will and Testament, is invalid, ineffective and impossible of performance for the reasons set forth in plaintiff's second paragraph of complaint herein; that the 25,000 pounds Sterling was not thereby given or bequeathed to any beneficiary or for any perpose, and said bequest therefore lapsed and said 25,000 pounds Sterling falls into and becomes a part of the residuary estate which said Testator gave and bequeathed to The Indiana Trust Company, Trustee, for the charitable uses and purposes set forth in the 12th Item of said Joint Memorandum marked Exhibit B, which is a part of James Proctor's Last Will and Testament, and in order to effect a final and complete settlement of all disputes, controversies and conflicting claims between plaintiff and defendants herein said entire residuary estate, including said 25,000 pounds Sterling, shall be administered, disbursed and used in accordance with the orders and decrees of said Marion Probate Court, including the order and decree duly made and entered by said Marion Probate Court on the 1st day of November, 1933.

That subject to the findings and judgment herein set forth the remaining gifts, bequests and trusts of said Last Will and Testament of James Proctor, deceasd, (including said Joint Memorandum marked Exhibit "B" which is a part thereof) are valid and same should be paid, carried out, performed and fulfilled to the extent provided by the orders and decrees of said Marion Probate Court, which has jurisdiction over the entire estate of said James Proctor, deceased, and of said Trustee, including the order and decree duly made and entered by said Marion Probate Court on November 1st, 1933.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

That said 9th Item of said Joint Memorandum marked Exhibit "B" which is a part of said James Proctor's Last Will and Testament, is ineffective, impossible of performance and invalid, and said 25,000 pounds Sterling mentioned therein constitutes a lapsed legacy which should be and hereby is declared to be a part of the residuary estate of said James Proctor, deceased, which said decedent bequesthed to the Indiana Trust Company of Indianapolis, Indiana, Trustee, for the charitable purposes and uses set forth in the 12th Item of said Joint Memorandum marked Exhibit "B", and said residuary estate shall be administered, disbursed, and used in accordance with the orders and decrees of said Marion Probate Court, which court has jurisdiction.

That except as above set forth all of the gifts, bequests, truste and provisions of James Proctor's said Last Will and Testament, including said Joint Memorandum marked Exhibit "B", which is a part thereof, are valid and should be paid and carried out in accordance with the orders and decrees of the Probate Court of Marion County, Indiana, which has jurisdiction over said decedent's estate and said trustee.

That one-half of the court costs herein taxed at $_____ shall be paid by plaintiff and the remaining one-half of said court costs shall be paid by the defendants herein.

GENERAL COURT ALLOWANCE FOR THE SEPTEMBER TERM, 1933.

J.E. Airhart, Bailiff	$ 121.50
Frank Tucker, Clerk & Stamps	112.95
Lewis L. Pounds, Sheriff	97.50
Helen Harris, Court Reporter	238.24
Charles Higgins, Jury Commissioner	3.00
Lawrence G. Vannice, Jury Commissioner	3.00
George Hadley, Court Bailiff	2.50
Jury:	
Clarence Watt	55.00
Wesley brown	47.50
Vesper Baily	61.00
Charles W. McDaniel	62.50
Carl W. Batz	57.70
Clay Wilson	37.40
Martin Griggs	50.50
Roy Carter	47.50
Charles W. Keetering	33.10
Earl E. Thompson	31.50
Lee Lukins	36.10
Rufus Nysewander	65.50
Albert L. Marsh	4.30
Ralph Leach	52.00
L. D. Dodd	37.70
George Fisher	27.90
R. H. Mason	31.20
Claude Wise	6.40

E. D. Crawley	6.50
East Side Restaurant	4.80
J. W. Houseman	6.50
Green Tea Cafe	6.50
Danville Restaurant	6.50
Total	$ 1,354.29

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, 1933, of said Court.

And Court adjourned until court in course,

Records read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, November 6th, 1933.

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

BERGEN LAGRANGE.)
VS) # 13340
DANVILLE SOUTH CEMETERY,)
a corporation, Et Al.)

ENTRY ON RECEIVER'S PETITION FOR INSTRUCTIONS RELATIVE TO ENDOWMENT FUND.

Comes now Daniel F. Roberts, Receiver of the Danville South Cemetery and files his verified petition for instructions relative to the endowment fund of said Cemetery Association, 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 the premises does now find that it is to the best interests of the Danville South Cemetery Association and the said endowment fund that the same be deposited with the County Commissioners of Hendricks County, Indiana, to be held by them in trust for a period of 15 years, under and pursuant to the terms of the Acts of 1915 of the General Assembly of the State of Indiana, as the same appears at Page 581 of said official acts.

CHARLES N. VANCLEAVE,)
PLAINTIFF,)
VS) # 13931
ARTHUR WOLFE, ET AL.,)
DEFENDANTS.)

Come now again the parties in the above entitled cause and the plaintiff in lieu of filing an appeal bond in the penal sum of one hundred dollars, as provided in the prior order of this court, now deposits with the clerk of this court the sum of one hundred dollars in cash, to be held by said clerk in lieu of filing a bond herein.

And upon consideration the court now approves of said deposit of cash in lieu of such bond.

CORA MINNIE MAE CLARK)
VS) # 14078
GEORGE A. CLARK)

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14084
VAL FRENCH.)

Comes now the plaintiff, by councel, and files petition to make Ben Robinson party defendant, 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 summons is ordered to the Sheriff of Hendricks County, Indiana, for Ben Robinson, making the same returnable November 20th, 1933.

DAVIE B. BLUNK)
VS) # 14097
BESSIE V. BLUNK)

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

MARGARET PIKE)
VS) # 14108
RALPH J. (JOHN RALPH) PIKE)

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

CLEMENT E. KELLEY, RECEIVER OF)
CLAYTON BANK & TRUST COMPANY)
VS) # 14104 Judgt. vs Deft. for $770.68 and Costs.
ALBA R. MARLEY) J. D. 16, Page 146.

Comes now again the plaintiff, in the above entitled cause, by his counsel and comes now, also, A. J. Kahl and withdraws his appearance in this cause, and it appearing to the court from the summons and return of the sheriff endorsed thereon, which summons and return of the sheriff are in the words and figures as follows, to-wit: (H.I.)

That the defendant was served with process for more than 10 days prior to the 5th day of April, 1933, said date being the time fixed for the appearance of the defendant, as shown by praecipe on plaintiff's complaint, and now the defendant, Alba R. Marley, being three times loudly called in open court 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 being fully advised in the premises finds for the plaintiff and that the allegations of plaintiff's complaint are true.

The court further finds that there is due the plaintiff, on the note sued upon in plaintiff's first paragraph of complaint, the sum of $216.21 as principal and interest, together with the further sum of $20.00 as attorney fees for plaintiff's attorney and that plaintiff is entitled to receover the above sums from the defendant without any relief from valuation or appraisement laws.

The court further finds that there is due the plaintiff, on the notes sued upon in plaintiff's second paragraph of complaint, the sum of $324.31 as principal and interest and the further sum of $32.00 as attorney fees for plaintiff's attorney, and that plaintiff is entitled to recover said sums all without relief from valuation or appraisement laws.

The court further finds that there is due plaintiff, on the note sued upon in plaintiff's third paragraph of complaint, the sum of $162.16 as principal and interest, and the further sum of $16.00 as attorney fees for plaintiff's attorney, and that plaintiff is entitled to recover the above sums all without relief from valuation or appraisement laws.

It is, therefore, ordered, adjudged and decreed that the plaintiff have and recover of the defendant the sum of $770.68 all without relief from valuation or appraisement laws.

It is further ordered and adjudged that plaintiff receover his costs against the defendant taxed at _____dollars and _____ cents.

STATE OF INDIANA)
VS) # 7420 Judgt. vs Deft. for $75.00 and Costs.
H. P. TROST) J. D. 16, Page 146.

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 guilty as charged in the affidavit.

Whereupon the Court finds that the defendant, H. P. Trost, for the offense by him committed be fined in the sum of $75.00 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, H. P. Trost, for the offense by him committed be and he is fined in the sum of $75.00 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.

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

A. J. Swanson, Judge.

Tuesday Morning, November 7th, 1933.

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

LOUIS STEIN)
VS) # 13315 Judgt. vs Pltf. for Costs.
SAM MARCUS, ET AL.) J. D. 16, Page 147.

The Court now dismisses this cause on his own motion 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, Louis Stein, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CITIZENS STATE BANK)
STILESVILLE, INDIANA.)
VS) # 13326 Judgt. vs Pltf. for Costs.
JOHN S. BALDOCK, ET AL.) J. D. 16, Page 147.

The Court now dismisses this cause on his own motion 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, Louis Stein, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER,)
ET AL.)

Come now the plaintiffs, by counsel, and the defendants are ruled to answer on or before November 15th, 1933.

STATE OF INDIANA)
VS) # 7155
DARRELL 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, because in his opinion, this affidavit has served the purpose for which it was filed, said information coming from the prosecuting witness, 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 grants the same.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendant, Darrell Jones, and said defendant is now discharged.

THE PEOPLES STATE BANK,)
TRUSTEE,)
VS.) # 13584 ENTRY ON DECREE FOR POSSESSION
WILLIAM MARSHALL,) AND TO QUIET TITLE.
MAY B. MARSHALL,) Judgt. vs Defts. for $1.00 and
A. REYNOLDS,) Costs.
_____REYNOLDS, WIFE OF) J. D. 16, Page 147.
A. REYNOLDS.)

Come now the parties by counsel, and the court having heard the evidence and being duly advised in the premises, finds for the plaintiff and that the allegations in plaintiff's complaint are true; that at the commencement of this action plaintiff was the owner of certain real estate as described in plaintiff's complaint; that it had the legal estate therein and was the record owner, in fee simple title, thereof; and the court further finds that the defendants, and each of them, claim an interest in said real estate and that their claim, and the claim of each of them, is without right and unfounded, and that plaintiff is entitled to have its title to the realestate described in its complaint quieted.

The court further finds that the said plaintiff is entitled to the immediate possession of the real estate described in plaintiff's complaint; that the said defendants, William Marshall, May B. Marshall, A. Reynolds and _____Reynolds, wife of A. Reynolds, and each of them, unlawfully hold possession thereof, and have unlawfully kept plaintiff out of the possession of the same; that plaintiff has been damaged in the sum of One Dollar ($1.00), and the court assesses the damages to plaintiff against the said defendants, and each of them, by reason of the premises, in the sum of One Dollar ($1.00).

It is therefore considered and adjudged by the court that plaintiff is the owner, in fee simple title, of the real estate described in plaintiff's complaint; that said real estate is located in the County of Marion, State of Indiana, and is described as follows, to-wit:

Lot 26 in Block 27, in A. L. Roaches North Indianapolis Addition, as shown by the plat thereof recorded in the Recorder's Office of Marion County, in Plat Book No. 6, at page 143 thereof; and also sometimes described as 962 West 25th Street, Indianapolis, Indiana;

and the defendants' claim, and the claim of each of them thereto, is without right and unfounded and that the plaintiff's title in, to and over said property herein described be, and the same is, hereby quieted and forever set at rest against the said defendants, and each of them, and all persons claiming under or through them, or either of them; that said plaintiff is entitled to the immediate possession of said property and that said plaintiff recover of and from the said defendants, and each of them, the possession of said real estate and damages in the sum of One Dollars ($1.00), together with the costs of this action.

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 8th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ALBERTA MAUPIN)
VS) # 13456 Judgt. v s Pltf. for Costs.
JAMES H. MAUPIN) J. D. 16, Page 147.

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, Alberta Maupin, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LAURA A. HOLLENBECK)
VS) # 13906 Judgt. vs Pltf. for Costs.
MAURICE HOGER) J. D. 16, Page 148.

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, Laura A. Hollenbeck, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

JOHN FELLENZER)
VS) # 13910 Judgt. vs Pltf. for Costs.
WYATT MC DANIEL) J. D. 16, Page 148.

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, John Fellenger, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FRANK HORN)
VS) # 13959 Judgt. vs Pltf. for Costs.
FRED KERSEY) J. D. 16, Page 148.

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, Frank Horn, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ARABELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

Comes now the defendant, by counsel, and 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 sustains the same, and cause is continued at the cost of the defendant, Raymond A. Franke.

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

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 after hearing a part of the evidence in this cause, the same is now continued until the 15th day of November, 1933, at 10:00 o'clock A. M.

STATE OF INDIANA)
VS) # 7417 Judgt. vs Deft. for Costs.
CLAY TERRELL) J. D. 16, Page 148.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Clay Terrell, in his own proper person and by counsel, and the defendant now asks permission to withdraw his plea of not guilty. And the Court being duly advised now grants said permission and plea of not guilty is withdrawn. And now said defendant enters his plea of guilty to the crime of voluntary manslaughter.

Whereupon the Court finds that the defendant, Clay Terrell, for the offense by him committed be imprisoned in the Indiana State Prison for a period of not less than two years nor more than twenty-one years, and that he pay the costs of this action. That his true age is forty-nine years.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Clay Terrell, for the offense by him committed be and he is imprisoned in the Indiana State Prison 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.

LOE C. WILKINS,)
PLAINTIFF,)
VS) # 14071 JUDGMENT AND DECREE.
NETTIE LINGEMAN,) Judgt. vs Deft. for $1420.00 and Costs.
DEFENDANT.) J. D. 16, Page 149.

Comes the plaintiff by Murat W. Hopkins, his attorney, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause, which summons and the return of the sheriff endorsed thereon, are in the words and figures following: (here insert), that the defendant, Nettie Lingeman, has been duly served with process more than ten days before the day fixed by the plaintiff, by endorsement on his complaint as the time on which defendant should appear thereto, and

the defendant failing to appear is now three times audibly called in open court, but comes not, and makes default, and upon plaintiff's motion this cause is submitted to the court for trial, finding, judgment and decree upon the default of said defendant, without the intervention of a jury, and the evidence being heard and the court being fully advised in the premises finds for the plaintiff that the allegations of his complaint are true, and that on the 28th day of March, 1928, the defendant then was and is now an unmarried person and executed the promissory note and mortgage set out in plaintiff's complaint, and that there is due the plaintiff from the defendant in principal and interest on the note sued on the sum of Thirteen hundred and twenty dollars ($1320), and the further sum of one hundred dollars ($100) as a fee for his attorney, all without relief from valuation or appraisement laws, and that the mortgage described in the complaint ought to be foreclosed upon the real estate therein described.

It is therefore considered, adjudged and decreed by the court that the plaintiff recover of the defendant, Nettie Lingeman, the sum of Thirteen hundred and twenty dollars ($1320), together with an attorney's fee of One hundred dollars ($100), making a total recovery of Fourteen hundred and twenty dollars ($1420) and his costs in this action taxed at $_____, all without any relief from valuation or appraisement laws, and that said judgment bear interest at the rate of 7% from the rendition thereof until paid.

And it is further considered, ordered, adjudged and decreed by the court that the equity of redemption of the defendant, Nettie Lingeman, and all persons claiming from, under or through her, in and to said mortgaged premises, in Hendricks County, Indiana, towit:-

Beginning at the center of Section 11, Township 16, North Range 1 East and running thence South on the center line 667 feet to the North line of Main Street in the Town of Brownsburg, Indiana; thence North 68 degrees 25 minutes West along the North line of said Main Street 117.3 feet; thence North parallel with the half Section line 150 feet; thence North 68 degrees and 25 minutes West 53.7 feet; thence North to the right-of-way of the C.C.C. & St. L. Railroad; thence in a Southeastern direction with the bearing of the railroad 35 feet; thence South 100 feet; thence in a Southeastern direction with the bearing of said railroad 130 feet and to the place of beginning,

together with all the rights, privileges, appurtenances and improvements thereunto belonging, and the rents, issues and profits thereof, be, and the same is hereby forever barred and foreclosed, and that the said real estate heretofore described, and all the right, title, interest and claim of the defendant, Nettie Lingeman, and of all persons claiming from, under or through her in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of Hendricks County, in the State of Indiana, as other lands are sold on execution, such sale to be made without any relief whatever from valuation and appraisement laws, and the proceeds arising from such sale the sheriff is ordered and directed to apply in the manner following, towit:-

1st: To the payment of all costs accrued in this cause.

2nd: To the payment of the judgment recovered upon the notes and mortgage and the interest on such judgment so recovered.

3rd: The overplus, if any, remaining after payment of the foregoing judgment, interest and costs as herein directed, to be paid by the sheriff to the execution debtor of whom it was levied or to her assigns unless said sheriff be notified of the existence of liens to the payment of which it ought to be applied, and in such event said sheriff shall return the money to the clerk of this court to be disposed of as the court shall direct.

It is further ordered, adjudged and decreed that in event said

mortgaged property shall fail to sell for a sum sufficient to pay and satisfy said judgment, principal, interest and costs, that the residue thereof remaining unpaid shall be levied of the goods, chattel lands and tenements of the defendant, Nettie Lingeman, subject to execution, and sale thereof shall be made without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed by the court that a duly certified copy of this decree, under the hand of the clerk and seal of this court, shall be sufficient authority to the sheriff of said county to execute the same, and all of which is finally ordered, adjudged and decreed by the court.

State of Indiana,
County of Hendricks. ss

In the Hendricks Circuit Court

September Term, 1933.

CHARLES N. VANCLEAVE, PLAINTIFF,

V. No. 13931

ARTHUR WOLF,
RALPH K. KANE,
WILLIAM R. HIGGINS, DEFENDANTS.

CLERK OF HENDRICKS CIRCUIT COURT:

You will please make out and certify to the Appellate Court of Indiana, for the purpose of appeal, a complete transcript of the record and proceedings in the above entitled cause.

Thad Adams
Clyde H. Jones
ATTORNEYS FOR PLAINTIFF.

CENTRAL STATES LIFE INSURANCE COMPANY
VS
CLARENCE V. EDMONDSON ET AL.) # 14103 D E C R E E

Comes now the plaintiff by Edgar M. Blessing, its attorney, and comes now also A. J. Kahl, attorney for the defendants, and the said A. J. Kahl now withdraws his appearance for said defendant, and it appearing to the satisfaction of the court by the summons herein and the return of the sheriff endorsed thereon, which summons and return are in the words and figures as follows, to-wit: (H.I.)

That each of the defendants were duly served with summons herein for more than 10 days prior to the 3rd day of February, 1933, being the return day for the summons herein as fixed by the praecipe on plaintiff's complaint, and the court finding that each of said defendants having had due and legal notice of the pendency of this cause said defendants are each now three times loudly called in open court, but come not, and herein wholly make default.

And now this cause being at issue upon the complaint and default of the defendants, the same 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 duly advised in

the premises, finds for the plaintiff and that the allegations of plaintiff's complaint are true, and that the relief therein prayed for should be granted.

The court further finds that the plaintiff is now the true and lawful owner of the notes sued upon in plaintiff's complaint, and that the plaintiff is the true and lawful owner and holder of the mortgage sought to be foreclosed in this proceeding.

The court further specifically finds that there is due to the plaintiff from the defendant, Clarence V. Edmondson, the sum of $8249.01 as principal and interest upon the notes sued upon, and that a reasonable fee for plaintiff's attorney, in this action, is the sum of $500.00, all of which said sums plaintiff is entitled to recover of and from the defendants as part of this 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 each of the defendants on the 1st day of August, 1919, and that said defendants, by the terms of said mortgage, expressly agreed to pay the notes secured by said mortgage as they became due.

That said mortgage was duly filed for record on the 1st day of August, 1919, and recorded in Mortgage Record 70 at pages 139-140 in the office of the Recorder of Hendricks County, Indiana; that on its filing for record, said mortgage became, and now is, a first and paramount lien on the real estate hereinafter described, and is prior and superior to all claims, other than taxes and prior and superior to any and all claims of all persons claiming through any of said defendants, since the commencement of this suit.

The court further finds that all of the assignments of said mortgage were duly recorded in the records in the Recorders Office of Hendricks County, Indiana, and that said assignments were such as to give this plaintiff the true and lawful ownership of said mortgage and lien.

The court further finds that the terms of said notes and mortgage were breached in that defendants failed to pay part of the obligation, as represented by said notes, when the same became due, and that thereupon the plaintiff elected to declare due and owing the entire principal balance with interest thereon.

The court further finds that the real estate is inadequate security for the mortgage debt; that by the terms of said mortgage, it is provided that in case of foreclosure the mortgagee or assigns shall be entitled to have a receiver appointed by the court who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The court further finds that the plaintiff is in danger of suffering great and irreparable damage unless a receiver is appointed forthwith.

It is, therefore, ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants the sum of $8249.01 as principal and interest, together with the further sum of $500.00 attorney fees, or a total of $8749.01 together with the costs accured and accruing with 8% 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:

A part of the Southwest quarter of Section 4, Township 14 North Range 1 West, described as follows:- Commencing at the Northeast corner of said quarter section, thence West 107 rods; thence South with section bearing 161½ rods; thence East with section line 108 rods and 4 links; thence

North with line of said quarter section 161½ rods to the place of beginning, estimated to contain 108.44 acres, except therefrom the following described tract---Beginning at the Southeast conner of the West half of Southwest quarter and running thence West 29 rods and 12 links; thence North 10 rods; thence East 29 rods and 12 links; thence South 10 rods to the place of beginning, estimated to contain in said exception 1.75 acres.

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; said sale to be made without relief from valuation or appraisement laws, free and clear of all claims of any person or persons claiming through them, since the commencement of this suit. The proceeds of said sale to be applied as follows: to-wit:

1st. To the payment of costs accrued and accruing.

2nd. To the payment of plaintiff's judgment, with 8% interest.

3rd. The over-plus, if any there be, shall be paid by the sheriff to the Clerk of this court for the benefit of the person or persons lawfully entitled to receive the same.

It is further ordered, adjudged and decreed that John Allen 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 thereon accrued and accruing and apply the same to the payment of taxes, assessments and otherwise as the court may direct. And the court now fixes the bond of said receiver in the sum of $500.00.

It is further ordered, adjudged and decreed 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 forth-with 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 forth-with to release of record the mortgage herein foreclosed.

It is further ordered, adjudged and decreed that if any person, after the execution of said sheriff's deed, shall fail or refuse to surrender possession of the real estate, hereinbefore described, to the holder of said sheriff's deed, 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 refusing to yield possession of said premises.

All of which is fully ordered, adjudged and decreed.

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

Record read and signed in open court.

L. J. Stevenson, Judge.

Thursday Morning, November 9th, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

RANDALL FELIX GEDDES)
VS) # 13239 Judgt. vs Pltf. for Costs.
CHARLES L. HADLEY) J. D. 16, Page 149.

It appearing to the Court that this cause has been settled, the same is now by the Court dismissed at the plaintiff's cost.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Randall Felix Geddes, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

ALLEN A. WILKINSON)
LUMBER COMPANY)
VS) # 13641 Judgt. vs Pltf. for Costs.
FRANK STRINGER, ET AL.) J. D. 16, Page 149.

It appearing to the Court that this cause has been settled, the same is now by the Court dismissed at the plaintiff's cost.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the plaintiff, Allen A. Wilkinson Lumber Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

COUGE RHOADES)
VS) # 13672 Judgt. vs Pltf. for Costs.
CORA RHOADES) J. D. 16, Page 150.

Comes now the plaintiff, Couge Rhoades, by councel, and upon his motion this cause is 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, Couge Rhoades, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MARGARET MAHONEY)
VS) # 13983 Judgt. vs Pltf. for Costs.
JAMES MAHONEY) J. D. 16, Page 150.

Comes now the plaintiff, by counsel, and upon her 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, Margaret Mahoney, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARRY HUGHES)
VS) # 14008
IVA WILLIAMS, ET AL.)

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

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

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

STATE OF INDIANA ON)
RELATION OF LUTHER)
L. SYMONS) E N T R Y
VS) # 13810
CLAYTON BANK & TRUST)
COMPANY)

Comes now Clement E. Kelley, receiver of the Clayton Bank & Trust Company of Clayton, Indiana, and files his verified petition herein praying for an order authorizing and directing him to sell the real estate in the petition therein described, which petition is in the words and figures as follows: (H.I.).

And now the court being duly advised in the premises finds that the petition of said receiver should be granted and that said receiver should be authorized to make sale of all of the real estate described in the petition.

It is, therefore, ordered, adjudged and decreed that Clement E. Kelley, as the receiver of the Clayton Bank & Trust Company, be, and he is, hereby authorized to sell the following described real estate all located in Hendricks County, State of Indiana, to-wit:

Lot two (2) in Block one (1) in the Western Addition of Clayton, also a part of Lot three (3) in Block one (1) in the Western Addition of Clayton: bounded and described as follows to-wit; Beginning at a point on the South line thereof which is forty (40) feet East of the Southwest corner of said lot three (3) running thence; North parallel with the West line of said Lot sixty eight (68) feet; thence East parallel with the South line of said lot twenty (20) feet to the East line of said lot; thence South on said line sixty eight (68) feet to the Southeast corner thereof; thence West on the South line of said lot twenty (20) feet to the place of beginning.

Lot eight (8) in E. C. Crawfords Addition to the Town of Clayton, except ten (10) feet in width off of and across the entire East side thereof.

Also, part of the West half of the Southwest Quarter of Section thirty four (34) Township fifteen (15) North of Range (1) West; commencing ten feet South of the Southeast corner of Lot number eight (8) in Crawfords Addition to the Town of Clayton, and running thence East one hundred ten (110) feet; thence North thirty six (36) rods; thence West one hundred ten (110) feet to George Hammonds East line; and thence South thirty six (36) rods to the place of beginning containing one and one half acres.

A part of the East half of the Northwest Quarter of Section 35, and a part of the Southeast Quarter of the Southwest Quarter of Section 26 all in Township 15 North Range 1 East, described as follows; Beginning at the Southeast corner of said Quarter Quarter and running thence North along East line of the same 10.67 chains to a point which is 3.56 chains South of a stone at the intersection of said East line and the center of the Cumberland Road; thence South 69,1/2 degrees West parallel with the center line of said road 12.97 chains; thence North 20,1/2 degrees West 3,1/3 chains to the center of said road; thence South 69,1/2 degrees West along the center of said road 5.36 chains; thence South 20,1/2 degrees East 28.91 chains to a stone on the North line of the Southeast Quarter of the Northwest Quarter of Section 35; which is 11.87 chains East of the Northwest corner thereof; thence East 14.61 chains to the Northeast corner of said Quarter Quarter; thence North along said East line of the Northeast Quarter of the Northwest Quarter of said Section 35, 20.16 chains to the place of beginning, except that part of said real estate conveyed by said Warren Realty Company to Cyrus M. Hobbs on December 21, 1922, and which real estate is specifically described in Deed Record 129 at page 542 of the records of deeds in the Recorders Office of Hendricks County, Indiana, and the real estate mortgaged herein containing exclusive of the right-of-way of the Terre Haute, Indianapolis and Eastern Traction Company, 32.796 acres, more or less.

said real estate to be sold by said receiver for cash where possible, and if not sold for the full purchase price in cash then the receiver is hereby authorized to accept not less than 1/3 of the purchase price in cash and the remainder of the purchase price to be paid in deferred installments with interest, and said deferred installments to be secured by a mortgage on the property sold.

Where any of said property is sold on deferred payments then the terms of said deferred payments shall be reported to the court and the terms of sale approved before the sale is finally consummated.

All of said slaes of said real estate shall be made by said receiver at private sale for not less than 75% of the appraised value thereof, shown by the inventory and appraisement shown in this cause, upon first giving notice of the sale of said real estate by one publication in a weekly public newspaper, printed and published in the Town of Danville, Indiana, and upon posting notices in at least 5 public places not less then 3 of which notices shall be posted in the community in which said real estate is located.

The court reserves the right to reject any and all bids made upon said real estate or any parcel thereof, even though the highest bid for the same is in excess of 75% of the appraised value thereof.

All of said sales shall be made by said receiver at the banking room of the Clayton Bank & Trust Company, and all notices herein given shall specify the banking rooms of the Clayton Bank & Trust Company as the place where said real estate shall be sold.

And now said receiver is ordered to make full report of his doings herein in respect to any of the real estate offered for sale, and upon which he receives any bids, and to report in writing all sales so made by him, which report shall be confirmed and approved by this court before any conveyance is authorized or delivered to the purchaser for said real estate.

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 10th, 1933.

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

BOYD M. RALSTON, RECEIVER)
OF FARMERS TRUST COMPANY.)
VS) # 14020
EMMA MILES THOMAS, ET AL.)

Comes now the defendant, Nettie Reeder, 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. Saturday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Saturday Morning, November 11th, 1933.

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

THE QUINCY STOVE)
MANUFACTURING COMPANY)
VS) # 13877
J. H. GAMBOLD)

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

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Come now the parties, by counsel, and the Court having examined the defendants motinn for change of venue from the judge, heretofore filed, and being sufficiently advised in its presents, now sustains the same, and the Court now submitts the names of Charles V. Sears, Otis Gulley and Horace L. Hanna, practicing attorneys at this bar, from which to select a special judge.

ETHEL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

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.).

WAYNE ROSS)
VS) # 14086
VIOLET ROSS)

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.).

JOHN HICKEY)
VS) # 14098
ASBURY McCAMMACK, ET AL.)

Come now the parties, by counsel, and the defendants McCammack and McCammack file answer to the cross-complaint of Harry W. Roll, Harry W. Hoober and Ruth E. McLaughlin, which answer is in the words and figures following, to-wit: (H.I.). the defendants also file answer to the complaint of John Hickey, which answer is in the words and figures following, to-wit: (H.I.).

And now the Court orders all of the depositions on file published, 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 a part of the evidence in this cause, Court now adjourns until 9:00 o'clock A. M. Monday, November 13th, 1933.

BOYD M. RALSTON, RECEIVER)
OF FARMERS TRUST COMPANY)
VS) # 14020 Judgt. vs Defts. for $585.51 and Costs.
EMMA MILES THOMAS, ET AL.) J. D. 16, Page 150.

Come now the parties, in person and by counsel, and by agreement in open Court, the Court now finds for the plaintiff and that there is due the plaintiff from the defendants on the note sued upon in principal and interest the sum of $535.81 and the further sum of $50.00 as a fee for the services of plaintiff's attorney, and of which sums the plaintiff is entitled to have and recover of and from the defendants, Emma Miles Thomas and Nettie Miles Reeder, all without relief and together with the costs.

The Court further finds that the defendant, Nettie Miles Reeder, is surety on the obligation sued upon and that the defendant Emma Miles Thomas should first be exhausted before proceeding against the said Nettie Miles Reeder for the payment of the above obligation.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Emma Miles Thomas and Nettie Miles Reeder, the sum of $585.81, all without relief and 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, Emma Miles Thomas, should first be exhausted before proceeding against the said Nettie Miles Reeder for the payment of the above obligation.

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 13th, 1933.

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

JOHN HICKEY)
VS) # 14098
ASBURY MC CAMMACK, ET AL.)

Come now again the parties, in person and by counsel, and the defendant, Ruth E. McLaughlin, files dismissal of cross-complaint, which dismissal is in the words and figures following, to-wit: (H.I.). And the defendant, William T. McLaughlin, files answer to complaint and to cross-complaint, which answer is in the words and figures following, to-wit: (H.I.).

And the Court having heard all of the evidence in this cause, now takes the same under advisement.

WILLIAM A. SOLTAU)
VS) # 13796
KETURAH S. CLAWSON, ET AL.)

Come now the parties, in person and by counsel, and the plaintiff dismisses this cause as to the defendant, Keturah S. Clawson, administratrix of the estate of Milton L. Clawson, deceased.

And now all depositions on file are ordered published.

This cause being at issue, the sheriff of this county is ordered to bring into open Court the following jurors for jury services, to-wit: John Flynn, Hollis Clark, J. C. Logan, Amos Goehler, Everett Fonner, Albert Gentry, Fred Creech, Frank Christie, Sam Jordan, D. F. Martin, Ellsworth Stuart, and Glendon Scearce, 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 instruction until 9:00 o'clock A. M. Tuesday, November 14th, 1933.

DAVIE B. BLUNK) Order for Support and Suit-Money.
VS) # 14097 Judgt. vs Pltf. for $5.00 per week and $50.00 for Deft's Attorney.
BESSIE B. BLUNK) J. D. 16, Page 151.

Come now the parties in person and by counsel and the petition of defendant for order allowing attorney fees and support pending the hearing of this cause, is now submitted to the Court. And the Court being duly advised finds that the plaintiff shall pay to the defendant herein the sum of $5.00 per week, for the support of defendant and the minor child of the parties, pending a hearing in this cause, the first payment to be made on this date, and future payments to be made by check to be mailed to the office of defendant's attorney on Monday of each and every week, until the further order of the Court. The Court further finds that plaintiff shall pay the further sum of $50.00 for the use and benefit of defendant's attorney in the preparation of the proper defense of this suit, said sum to be paid within thirty (30) days from this date, to P. L. Vernon, Attorney for defendant.

All of which is ordered, adjudged and decreed by the court, and said first payment of support under this order is now made in open court.

IMPANELLING OF THE PETIT JURY FOR THE NOVEMBER 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 Tuesday, November 14th, 1933, at 9:00 o'clock A. M., for jury services.

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 14th, 1933.

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

ESTHER D. ILES)
VS) # 13366
TERRE HAUTE, INDIANAPOLIS)
& EASTERN TRACTION CO.)

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: Earl Atkinson, Ernest K. Walter, Harold R. Hull, Guy Mount, Glen McClain, Lester V. West, Walter R. Wallace, Aldes Rawlings, J. M. Roberts, Jr., R. L. Smith, L. E. Johnson, Barton Money, 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 the jury having heard a part of the evidence in this cause, the jury is now permitted to separate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M., Wednesday, November 15th, 1933.

THE INDIANAPOLIS COMPANY)
VS) # 13411
JAMES A. BECK, ET AL.)

Comes now Telford B. Orbison, herein, and withdraws his appearance for the defendant Myers.

GEORGE V. VAUGHAN)
VS) # 13847
SARAH SELLERS, 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 hereby dismissed.

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER, 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.).

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Come now again the parties, by counsel, and each side strikes, and Charles V. Sears remaining, the Court now appoints the said Charles V. Sears special judge to try said cause.

HARNEY F. SEMONES, RECEIVER,)
ETC.)
VS) # 14006
BERT FREEMAN, ET AL.)

Comes now the defendant, Harley B. Oyler, 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.).

IRA M. SHARP)
VS) # 14009
CHARLES H. BELL)

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

WILLIAM A. SOLTAU, ET AL.)
VS) # 13796
KETURAH S. CLAWSON, 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. At the close of all the evidence and before the arguments of counsel, the plaintiffs tender instructions numbered from one to fifteen inclusive, and the defendant tenders instructions numbered from one to fourteen inclusive, and asks the Court to indicate before the argument what instructions will be given and what instructions will be refused. And the court indicates that it will give of the instructions tendered by the plaintiffs numbers 7-9-10-11-12-and 13 and the Court refuses to give of the instruction tendered by the plaintiffs numbers 1-2-3-4-5-6-8-14 and 15, to the refusal of each one of which the plaintiffs separately and severally objects and excepts. And the Court indicates it will give of the instructions tendered by the defendant, numbers 3-7-8-11 and 12, and the Court refuses to give of the instruction tendered by the Court numbers 1-2-4-5-6-9-10-13 and 14, to the refusal of each one of which the defendant objects and excepts.

And now arguments of counsel are heard and concluded, and at the close of the 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 plaintiffs object and except, and to the giving of eahc one of which the defendant objects and excepts. And the Court gives of the instruction tendered by the plaintiffs numbers 7-9-10-11-12 and 13, to the giving of each one of which the defendant objects and excepts, and the Court gives of the instructions tendered by the defendant, numbers 3-7-8-11 and 12, 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 the defendant is now given thirty days to file all Bills of Exceptions.

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

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 15th, 1933.

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

CURTIS H. ROTTGER, AS RECEIVER)
FOR CITY TRUST COMPANY)
(OREN S. HACK, RECEIVER)) Judgt. vs Deft. for $689.44 and Costs.
VS) # 13394 J. D. 16, Page 151
HOWARD E. CHARMAN)

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 grants the same, and Oren S. Hack, receiver, is substituted as party plaintiff.

And now 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, that there is due the plaintiff from the defendant, Howard E. Charman, on the note sued upon in principal and interest the sum of $663.84, and the further sum of $25.60 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against the said defendant 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 defendant, howard E. Charman, the sum of $689.44, together with the costs of this action, taxed at _____dollars and _____cents.

LEBANON HARDWARE CO.)
VS) # 13742 Judgt. vs Pltf. for Costs.
WILLIAM VICKERY) J. D. 16, Page 151.

Comes now the plaintiff, by counsel, and upon its 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, Lebanon Hardware Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

WILLIAM A. SOLTAU)
MAX R. SCHOENER
VS) # 13796. Judgt. vs Pltfs. for Costs.
KETURAH S. CLAWSON, ET AL.) J. D. 16, Page 151.

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

WILLIAM A. SOLTAU, ET AL)
)
VS) CAUSE NUMBER 13796
)
KETURAH S. CLAWSON, ET AL)

We, the jury, find for the defendant.

Elsworth Stuart

FOREMAN

The jury is now discharged from further duties in this cause, and the Court renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the Court, that the plaintiffs take nothing by their complaint and that the defendant recover her costs, tax at _____dollars and _____cents.

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Comes now the said Charles V. Sears, herein and qualifies as such special judge and assums jurisdiction of this cause, which qualifications are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana ,

November Term, 1933.

Harry Kastan)
)
AGAINST) No. 13937
)
Bertha Kastan)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the regular judge, do hereby appoint Charles V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

Nov. 14 1933 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

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

Charles V. Sears

Subscribed and sworn to this 15th day of Nov. 1933 before me, Clerk of said Court.

Frank Tucker, Clerk.

Clerk Hendricks Circuit Court.

ESTHER D. ILES)
VS) # 13366
TERRE HAUTE, INDIANAPOLIS,)
& EASTERN TRACTION COMPANY)

Come now the parties, 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, November 16th, 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, November 16th, 1933.

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

ESTHER D. ILES)
VS) # 13366
TERRE HAUTE, INDIANAPOLIS)
& EASTERN TRACTION COMPANY)

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 a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Friday, November 17th, 1933.

HARRY BAILIFF)
VS) # 13265 Judgt. vs Pltf. for Costs.
ROBERT C. COOPER) J. D. 16, Page 152.

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 that cause be and the same is hereby dismissed, and the plaintiff, Harry Bailiff, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

MARION E. VAUGHN &)
DELBERT VAUGHN, DO-)
ING BUSINESS AS)
VAUGHN & SON.)
VS) # 12884 Judgt. Vs Pltf. for Costs.
JOHN VESTAL,) J. D. 16, Page. 152.
(PLAINFIELD, IND.))

The Court upon his 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, Marion E. Vaughn & Delbert Vaughn, Doing Business as Vaughn & Son, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ARTHUR G. BLAIN, DOING)
BUSINESS IN THE NAME OF)
DANVILLE LOAN COMPANY.)
VS) # 13421 Judgt. vs Pltf. for Costs. (This order corrected in Civil Order Book 83 at page 76.)
CHARLES DALZELL) J. D. 16, Page 152.
RUTH DALZELL)

Comes now the plaintiff, by counsel, and upon its 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, Arthur G. Blair, Doing Business in the Name of Danville Loan Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

SARAH E. HENZIE)
VS) # 14023
THOMAS H. KOMSTOHK)

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.).

JOHN HICKEY)
VS) # 14098 Judgt. vs William T. McLaughlin for
ASBURY McCAMMACK) $289.60 and Costs.
ET AL.) J. D. 16, Page 152 & 153.

Come now the parties, by counsel, and the defendant, Harry W. Hoober, files dismissal of his cross-complaint heretofore filed in this action, which dismissal is in the words and figures following, to-wit: (H.I.).

And the Court having heretofore heard the evidence in this cause, and being duly advised, now finds for the plaintiff, John Hickey, and that there is due the plaintiff, John Hickey, from the defendant, William T. McLaughlin, on the account sued upon the sum of $112.60, which amount the plaintiff is entitled to have and recover of and from the defendant, William T. McLaughlin, together with the costs of this action.

The Court further finds for the cross-complainant, Harry W. Roll, and that there is due the cross-complainant, Harry W. Roll, from the defendant William T. McLaughlin, the sum of $177.00, which amount the cross-complaint, Harry W. Roll, is entitled to have and recover of and from the defendant, William T. McLaughlin, together with costs.

The Court further finds for the defendants, Asbury McCammack and Virgil McCammack.

The Court further finds that the plaintiff, John Hickey, is not entitled to have and to hold a mechanics lien on the following described real estate for the above amount:

Beginning at a point 21 chains and 81 links west and 30 chains south of the northeast corner of the southwest quarter of section 33 in the Township 14 North of range 3 west, thence due west with public highway, thence with said highway in a southeasterly direction to the center of National Highway in Mount Meridian, thence in a northeasterly direction with the center of said National Highway 8 chains and 35 links, thence north 26 degrees west 8 chains and 42 links, thence west 8 chains and 80 links to the beginning. Excepting Lots #41 and #42 in the Town of Mount Meridian and one half acre upon which formerly stood meeting house belonging to the Church of God.

The Court further finds that the cross-complainant, Harry W. Roll, is not entitled to have and hold a lien on the above described real estate for the amount due him.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, John Hickey, have and recover of and from the defendant, William T. McLaughlin, the sum of $112.60, together with the costs of this action, taxed at _____ dollars and _____cents.

It is further considered, ordered and adjudged by the Court that the cross-complainant, Harry W. Roll, have and recover of and from the defendant, William T. McLaughlin, the sum of $177.00, together with costs, taxed at _____dollars and_____cents.

It is further considered, ordered and adjudged by the Court that the plaintiff, John Hickey, be and he is not entitled to have and to hold a mechanics lien on the above described real estate for the above amount.

It is further considered, ordered and adjudged by the Court that the cross-complainant, Harry W. Roll, be and he is not entitled to have and to hold a lien on the above described real estate for the amount due him.

INDEPENDENT BLOCK & CEMENT COMPANY)
A CORPORATION)
VS) DECREE OF FORECLOSURE.
CARL GRIST ET AL.)

Judgt. vs Defts., Carl Grist and _____Grist, His Wife, Whose Christian Name is Unknown.
J. D. 16, Page 153.

Comes now the plaintiff herein by counsel, and the defendants, Carl Grist and _____Grist, his wife, Whose Christian name is unknown, and Harvey Burkhart, each by counsel, and it being shown to the court by the returns of the Sheriff of Hendricks County and Marion County, Indiana, endorsed on the backs of said summons, which said summons and the returns thereon are in words and figures following (H.I.) that each of the above named defendants was duly served with summons and notified of the pendency of this action more than ten days prior to the date fixed by endorsement on the complaint herein and set out in each of said summons, and this cause being at issue and having come on for hearing, without the intervention of a jury, is now submitted to the court for trial, finding, judgment and decree, and the court having heard the evidence and being fully advised in the premises, finds for the plaintiff upon its complaint, and that the allegations thereof are true; that the defendant Harvey Burkhart is now and has been at all times mentioned in said complaint, the owner in fee simple of the real estate described in said complaint, and that the defendants, Carl Grist and his said wife are now and have been at all times mentioned in said complaint, the equitable owners of said real estate, and that while such owners thereof, they purchased from plaintiff, the materials set out in said complaint for specific use in the improvements on said real estate, which said materis are of the fair and reasonable value of $34.10; that all of said materials were delivered and actually used in said improvements, and that said sum of $34.10 is past due, owing and wholly unpaid.

The court further finds that the defendant and fee simple title owner of said real estate herein, is not liable or responsible in any way for the payment of the value of said materials, and that the judgment of the plaintiff hereinafter rendered in this cause is not a lien or encumbrance upon the fee simple title of said real estate, but only upon any lease hold or equitable interest the defendants Carl Grist and _____Grist, his Wife, Whose Christian name is unknown, may have in said real estate.

The court further finds that said plaintiff within the time prescribed by law, duly filed a notice of it's intention to hold a mechanic's lein on said real estate, for said materials, to secure the payment of the value thereof; that said notice was duly filed and recorded in the office of the Recorder of Hendricks County, Indiana, as alleged in said complaint; that plaintiff was compelled to and did employ the services of an attorney to commence and prosecute this action, and that a reasonable fee

for the services of such attorney herein is the sum of $25.00; that there has been a long and unreasonable delay in the payment of said materials, and that plaintiff is entitled to interest upon the value thereof at 6% per annum from and after November 1, 1930, and that by reason of the foregoing, there is now due, owing and wholly unpaid to plaintiff of principal, interest and attorney fees, the sum of $65.39.

The court further finds that the said mechanic's lien of plaintiff is a valid and subsisting lien upon and against the equitable or lease hold interest of the defendants Cark Grist and _____Grist, his wife, Whose Christian name is unknown, in and to said real estate, and that the same is not susceptible of division and should be sold as a whole to pay and satisfy the judgment of the plaintiff herein rendered.

It is therefore ordered, adjudged and decreed by the court herein, that the plaintiff have and recover of and from the defendants, Carl Grist and _____ Grist, his wife, Whose Christian name is unknown, the sum of $65.39 and it's costs, without relief from valuation or appraisement laws, and that the mechanic's lien of plaintiff hereinabove set out, be and the same hereby is foreclosed upon and against the equitable interest of the defendants Carl Grist and _____Grist, his wife, Whose Christian name is unknown, in and to the following described real estate in Hendricks County, State of Indiana, to-wit:-

"Part of the North Quarter (¼) of the North East Quarter (¼) of Section 6, Township 14, North, Range 1, East, containing 11.97 Acres"

and that the right of redemption of the defendants Carl Grist and his said wife, and of all persons, firms or corporations, claiming from, under, by or through them or either of them, and all the right, title, interest and claims of then in or to said equitable interest of said defendants in said real estate, be and the same hereby are foreclosed and forever barred, and that said equitable interest in said real estate, hereinabove described and the improvements thereon, be sold by the Sheriff of Hendricks County, State of Indiana, as other lands are sold upon execution, without relief from valuation or appraisement laws, and the proceeds arising therefrom, 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 the plaintiff herein rendered.
3. The residue, if any, from the sale of said equitable interest in said real estate, after said costs and judgment are paid, shall be paid to the Clerk of Hendricks County, Indiana, 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 equitable interest in said real estate, shall fail to sell for a sum sufficient to pay and satisfy said costs and judgment as hereinabove set out, the residue thereof remaining unpaid, shall be levied of the goods, chattels, property, lands and tenements of the defendants Carl Grist and _____Grist, his wife, whose Christian name is unknown, subject to the execution and sale thereof, and shall be made without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed that a certified copy of this order and decree, issue to the Sheriff of Hendricks County, Indiana, directing and commanding him to sell said equitable interest in said real estate and the improvement thereon, upon execution, and to apply the proceeds thereof as and in manner hereinabove set out. All of which is finally ordered, adjudged and decreed by the court herein.

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

A. J. Stevenson, Judge.

Friday Morning, November 17th, 1933.

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

MARGARET PIKE)
VS) # 14108
RALPH J. (JOHN RALPH) PIKE)

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.).

ISAAC BURNS)
VS) # 14106
VERL CREWS)

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

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

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

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.).

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 cause under advisement.

FLORENCE ETTA MASON)
VS) # 13388 Judgt. vs Pltf. for Costs.
JOHN MASON) J. D. 16, Page 153.

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, Florence Etta Mason, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

NORMAN ELDER)
VS) # 13592 Judgt. vs Deft. for $90.00 and Costs.
MERLE KLEPENGIR) J. D. 16, Page 153.

Comes now Zimri E. Dougan, herein, and withdraws his appearance for the defendant.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the Sheriff indorsed thereon, which summons and 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 the plaintiff from the defendant, Merle Klepengir, the sum of $90.00, which amount the plaintiff is entitled to a personal judgment against the said defendant, 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, Merle Klepengir, the sum of $90.00, together with the costs of this action, taxed at _____dollars and _____cents.

MILLER SECURITIES COMPANY)
VS)DECREE. Judgt. vs Defts. for $386.00 and Costs.
D. THORNTON CONROW)# 14030 J. D. 16, Page 154.
HELEN G. CONROW)

Comes now the plaintiff, by its counsel, E. E. McFerren, and come now the defendants, D. Thornton Conrow and Helen G. Conrow, by their attorney, Saul Rabb and Albert W. Ewbank, and this cause being at issue and submitted for trial 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 there is due the plaintiff from the defendants, D. Thornton Conrow and Helen G. Conrow, on the note sued upon herein the sum of Eight Hundred Six ($806.00) Dollars, principal and interest, and the further sum of Eight ($80.00) Dollars for plaintiff's attorney, making a total sum of Eight Hundred Eighty-six ($886.00) Dollars due, which plaintiff is entitled to recover from the defendants together with costs of this action, all without relief from valuation and appraisement laws; the court further finds that said sums are secured by a mortgage upon the real estate described in plaintiff's complaint; that plaintiff is entitled to have said mortgage foreclosed and said real estate sold.

It is therefore ordered, decreed and adjudged by the court that the plaintiff have and recover from the defendants, D. Thornton Conrow and Helen G. Conrow, the sum of Eight Hundred Eighty-six ($886.00) Dollars with eight per cent. interest from date of judgment together with costs of this action and accruing costs, all without relief from valuation and appraisement laws.

It is further ordered, decreed and adjudged by the court that the equity of redemption of the defendants, D. Thorton Conrow and Helen G. Conrow, and of all persons claiming through or under them in and to the real estate described in the complaint, lying and being in the County of Marion, State of Indiana, and described as follows, to-wit:

> Lot number Fifty (50) in Warfleigh, an addition to The City of Indianapolis, the plat of which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 15, at pages 140, 141 and 142

thereof, be and the same is forever barred and foreclosed, and that said described real estate and all the right, title and interest and claim of said named defendants and of all persons claiming from, through or under them in and to the same or so much 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, the sale to be without relief from valuation and appraisement laws, the proceeds arising from the sale to be applied as follows, to-wit:

> 1. To the payment of costs and accruing costs herein.
> 2. To the payment of the amount due plaintiff on the claim sued upon herein, being the amount of the judgment heretofore rendered, together with eight per cent. interest from this date, being the amount of interest allowed in the original note and mortgage.
> 3. The over-plus, if any, to be paid to the Clerk of the Court for the use of the party lawfully entitled thereto.

It is further ordered, decreed and adjudged that in the event any person or persons are in possession of said real estate and shall refuse on the demand of the holder of the sheriff's deed thereto, issued in connection with this proceeding to foreclose, to surrender possession of said real estate to such purchaser, then the county clerk of Hendricks County, Indiana, on the request of such purchaser or its assignees or grantees, shall issue writ of restitution to the Sheriff of Marion County, and wherein he is hereby empowered and authorized and directed to put such purchaser or his, her or its assignees or grantees in possession of real estate and of every part thereof, using such force as may be necessary to remove any person or persons in possession thereof together with their property and effects.

In the event said mortgaged premises shall fail to sell for a sum sufficient to satisfy said judgment, interest costs and accruing costs, the residue thereof remaining unpaid shall be levied upon the goods, chattels, lands and tenements of the defendants, D. Thornton Conrow and Helen G. Conrow, herein subject to execution and the sale thereof shall be made without relief from valuation and appraisement laws.

ESTHER D. ILES)
VS) # 13366
TERRE HAUTE, INDIANAPOLIS &)
EASTERN TRACTION COMPANY.)

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 the evidence, the plaintiff moves the Court for permission to amend her amended complaint and each paragraph thereof by inserting the word "Meier" instead of "Amos" where ever said words appear in said complaint, and also to change the word "one-quarter of a mile West of the town of Cumberland" to the phrase "one-half mile West of the town of Cumberland", and to further insert in the caption of said complaint the name of the defendant as it appears in the body of the complaint. And the Court being duly advised, now grants said motion, to which ruling of the Court the defendant objects and excepts.

And now the plaintiff tenders instructions numbered from one to sixteen inclusive and the defendant tenders instructions numbered from one to thirty inclusive, and requests the Court to indicate before the argument what instructions will be given and what instructions so tendered will be refused. And the Court now indicates that it will give of the instructions tendered by the defendant numbers 3-6-8-11-12-13-16-17-18-23-24 and 27 and the Court indicates that it will refuse of the instructions tendered by the defendant numbers 1-2-4-5-7-9-10-14-15-19-20-21-22-25-26-28-29 and 30, to the refusal of each one of which the defendant objects and excepts. The Court also indicates that it will give of the instructions tendered by the plaintiff numbers 6-10-12-15 and 16 and the Court refuses to give of the instructions tendered by the plaintiff numbers 1-2-3-4-5-7-8-9-11-13 and 14 to the refusal of each one of which the plaintiff objects and excepts.

Arguments of counsel are heard and concluded, and at the close of the argument, the Court instructs the jury in writing, giving of its own motion instructions numbered one to nine inclusive to the giving of each one of which the plaintiff objects and excepts and to the giving of each one of which the defendant objects and excepts. And the Court gives of the instructions tendered by the plaintiff numbers 6-10-12-15 and 16, 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 3-6-8-11-12-13-16-17-18-23-24 and 27, 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 the jury now retires in charge of a sworn officer to deliberate.

And afterwards, the fury is again conducted to Court and return a verdict for the defendant, which verdict is as follows, to-wit:

ESTHER D. ILES)
VS) CAUSE NUMBER 13366
T.H.I. & E. TR. CO.)

We, the jury, find for the defendant.

Lewis E. Johnson

FOREMAN

And the jury is now discharged from further duties in this cause.

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 18th, 1933.

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

CITIZENS REALTY CORP. OF)
STILESVILLE, INDIANA.)
VS) # 14117
JAMES A. COBLE.)

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) # 5958
GEORGE STEWART)

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 duly advised in its premises, now grants the same.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendant, George Stewart, and the defendant is now discharged.

MARIE RUSSELL)
VS) # 14033 Judgt. vs Deft. for $5.00 per week, costs and attorney's fees.
MILTON RUSSELL) DIVORCE DECREE J. D. 16, Page 154.

Comes now the plaintiff 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 is entitled and shall have the custody of their children, Mary, age, three, Martha, age, five, Loyd, age seven, Harold, age, nine, Max, age ten, Hubert, age, twelve, Paul, age thirteen, and Virgil, age, fifteen, all of whom are living with said plaintiff, Marie Russell.

It is further ordered and decreed that this plaintiff is entitled and is allowed an allowence of $5.00 per week, for the maintenance and support of the said children above named. Said payments to commence Dec. 1, 1933; that the plaintiff is entitled to recover of the defendant her cost and charges herein laid out and expended.

It is therefore, considered and adjudged by the Court that the bonds of matrimony heretofore existing between said plaintiff and said defendant be dissolved and that the plaintiff be granted an absolute divorce.

That the plaintiff have the care, custody and control of their

children, which are as follows; Mary age, three; Martha, age five; Lloyd, age seven; Harold, age nine; Max, age ten; Hubert, age twelve; Paul, age thirteen; and Virgil, age fifteen. That the defendant Milton Russell, be, and hereby ordered by this Court to pay to the Clerk of the Hendricks Circuit Court for the maintenance and support of the said children above named and mentioned the sum of $5.00 per week, commencing on the 1st day of December 1933, and each week there after, 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 fee.

BERTHA ELIZABETH MALLICOAT.)
VS.) Cause No. 14035 Judgt. vs Deft. for Costs.
OSCAR MALLICOAT.) Divorce Decree. J. D. 16, Page 154.

Comes now the plaintiff, Bertha Elizabeth Mallicoat, in the above entitled cause of action, and it appearing to the satisfaction of the court that the defendant, Oscar Mallicoat, has been personally notified of the filing of this action for divorce for more than ten days before the return day fixed by endorsement on the plaintiff's complaint herein, as the same is shown by the writ of summons issued herein by the Clerk of the Hendricks Circuit Court to the sheriff of Hendricks County, Indiana, for the said defendant, and the return of said sheriff endorsed on the back of said writ of summons, which writ of summons and the said sheriff's return thereon are in the following words and figures to wit: (H.I.).

And now it also appears to the court that more than sixty days have elapsed since the date of the service of said writ of summons upon the defendant, and therefore the court does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now this cause coming on before the court for trial and the defendant failing to appear either in person or by counsel is now three times loudly called in oepn court, but comes not and wholly makes default herein.

And the court, having heard the evidence adduced in support of the allegations in plaintiff's complaint contained, and being fully advised and informed in the premises, does now find for the plaintiff on the evidence in support of such allegations in plaintiff's complaint, and finds that the plaintiff is entitled to an absolute divorce from the defendant, Oscar Mallicoat.

And the court further finds that the plaintiff, Bertha Elizabeth Mallicoat, is entitled to have her former name of Bertha Elizabeth Tate, restored to her.

The court further finds that the plaintiff has been a bona fide resident of Hendricks County, and of the state of Indiana, for more than two years last past prior to the date of the filing of her complaint herein.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff, Bertha Elizabeth Mallicoat, and the defendant, Oscar Mallicoat, be and they are hereby set aside and held for naught; and it is adjudged that the said plaintiff be and she is hereby granted an absolute divorce from the defendant; it is also adjudged that her maiden name of Bertha Elizabeth Tate be and the same is hereby restored to her.

It is also adjudged that the defendant pay the costs of this action taxed at nine dollars and ten cents.

HARNEY F. SEMONES, REC. ETC.)
VS) # 14092 Judgt. vs Deft. for $2402.18
GUY G. CAMPBELL.) J. D. 16, Page 154.

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 upon the notes sued upon the sum of $2327.18 in principal and interest and the further sum of $75.00 as attorneys' fees, and that the plaintiff is entitled to a personal judgment against the defendant, Guy G. Campbell, for a total of said two sums, together with the costs for this action, and without relief.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover of and from the defendant, Guy G. Campbell, the sum of $2402.18, together with the costs of this action, taxed at _____ dollars and _____ cents, and without relief.

BOYD M. RALSTON, RECEIVER)
OF FARMERS TRUST COMPANY)
VS) # 14021 Judgt. vs Deft. for $1142.31 and Costs.
FRED G. BARNETT.) J. D. 16, Page 155.

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

And 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 and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant, Fred G. Barnett, on the note sued upon in principal and interest the sum of $1092.31 and the further sum of $50.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a personal judgment against the defendant, Fred G. Barnett, 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 and adjudged by the Court that the plaintiff have and recover of and from the defendant, Fred G. Barnett, the sum of $1142.31, together with the costs of this action, taxed at _____ dollars and _____ cents, all without relief from valuation or appraisement laws.

MIDLAND ACCEPTANCE CORP.)
OF INDIANA.)
VS) # 13953
CECIL HELTON)

Come now the parties, by counsel, and the Court having examined the motion to make the second paragraph of answer more specific, heretofore filed, and being duly advised, now sustains the same, to which ruling of the Court the defendant duly objects and excepts.

And the Court also having examined the demurrer to the third paragraph of answer, heretofore filed, and being duly advised, now sustains the same, to which ruling of the Court the defendant duly objects and excepts.

And the Court now overrules the motion to strike out the cross-complaint, to which ruling of the Court the plaintiff duly excepts.

GEORGE J. SHUCK)
VS) # 13554 Judgt. vs Deft. for $228.00 and Costs.
RALPH ARNOLD) J. D. 16, Page 155.

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 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 on the note sued upon in principal and interest the sum of $203.00 and the further sum of $25.00 as a reasonable fee for the services of plaintiff's attorneys, and that the plaintiff is entitled to a personal judgment against the defendant, Ralph Arnold, 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, Ralph Arnold, the sum of $228.00, together with the costs of this action, taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.

MARY M. SCOTT)
VS) # 13522 Judgt. vs Defts. for $137.00 and Costs.
WILLIAM LEAP) J. D. 16, Page 155.
WILLIAM H. LEAP)

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 on the note sued upon in principal and interest the sum of $122.00 and the further sum of $15.00 as a fee for the services of plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendants, William Leap and William H. Leap, 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, William Leap and William H. Leap, the sum of $137.00, 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. Monday,
Record read and signed in open court,
A. J. Swanson, Judge.

Monday Morning, November 20th, 1933.

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

MERLE HOPE McCLOUD, ETC.)
VS) # 13993
THEODORE S. SEVERIN.)

Come now the parties, in person and by counsel, and on motion of the defendant, the Court appoints Dr. L. W. Armstrong to examine the plaintiff.

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: Henry Zerr, R. L. Smith, J. M. Roberts, Jr., Roy McKee, Aldes Rawlings, Walter Wallace, Lester West, Glen McClain, Guy Mount, Harold Hull, Ernest Walter and Earl Atkinson, 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 all the evidence in this cause, the defendant, at the close of the evidence, files motion for instructed verdict, which motion is in the words and figures following, to-wit: (H.I.). And now the jury is permitted to separate under proper instructions touching their conduct during separation until 9:00 o'clock A. M., Tuesday, November 21st, 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, November 21st, 1933.

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

EDWARD A. IMUS)
VS) # 14109
PEOPLES MOTOR COACH CO.)

Comes now the defendant, by counsel, and upon its motion this cause is continued until January Term, 1934.

ARTHUR JONES)
VS) # 12490 Judgt. vs Defts. for Costs.
CARL FREYN) J. D. 16, Page 155.
ORVILLE SCOTT)

Comes now the plaintiff, by counsel, and this cause being called for trial, and the defendant failing to appear, this cause is now dismissed at the defendants' cost.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the defendants, Carl Freyn and Orville Scott, are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

MERLE HOPE McCLOUD, ETC.)
VS) # 13993 Judgt. vs Pltf. for Costs.
THEODORE S. SEVERIN.) J. D. 16, Page 156.

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the Court having examined the defendant's motion for instructed verdict, heretofore filed, and being duly advised in its premises, now overrules the same.

And now the plaintiff files motion to dismiss this cause without prejudice, 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 this cause is now dismissed without prejudice, and the plaintiff is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

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

Wednesday Morning, November 22nd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

C. A. EDMONSON CO.)
VS) # 11577 Judgt. vs Pltf. for Costs.
WALTER WARE) J. D. 16, Page 156.
BLANCHARD M. BEALS)

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, C. A. Edmonson Co., is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GEORGE W. BRILL)
VS) # 13141 Judgt. vs Pltf. for Costs.
LEE DODD, ET AL.) J. D. 16, Page 156.

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, George W. Brill, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

COCHRELL & WALTER)
VS) # 12880 Judgt. vs Deft. for $272.68 and Costs.
THOMAS COFFEY.) J. D. 16, Page 156.

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 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 the sum of $212.28 and the further sum of $25.00 as attorney fees on the first paragraph of the complaint.

And the Court further finds for the plaintiff on the second paragraph of the complaint and that there is due on the account sued upon the sum of $35.40, and that that the plaintiffs is entitled to a personal judgment against the defendant, Thomas Coffey, for a total of said sums, together with the costs of this action.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Thomas Coffey, the sum of $272.68, together with costs for this action, taxed at _____dollars and _____cents.

WAYNE P. HUGHES)
VS) # 13158 Judgt. vs Deft. for 78.70 and Costs.
J. CLIFFORD REEDER.) J. D. 16, Page 157.

Come now the parties, by counsel, and the plaintiff files amended second paragraph of complaint, which amended second paragraph of complaint is in the words and figures following, to-wit: (H.I.).

And now by agreement of parties, the Court finds for the plaintiff and that there is due the plaintiff from the defendant the sum of $78.70 as damages, and that the plaintiff is entitled to a personal judgment against the defendant, J. Clifford Reeder 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 receover of and from the defendant, J. Clifford Reeder, the sum of $78.70, together with the costs for this action, taxed at _____dollars and _____cents.

EVERETT ROBERTS)
VS) # 13163 Judgt. vs Deft. for $829.00 and Costs.
FLOYD L. WHICKER) J. D. 16, Page 157.

Come now the parties, by counsel, and the Court, by agreement of parties, renders judgment for the plaintiff against the defendant on the first paragraph of complaint in the sum of $210.00 principal and interest, and the further sum of $25.00 as attorney fees,

And the Court also renders judgment on the second paragraph of complaint, by agreement of parties, in the sum of $594.00, and that the plaintiff is entitled to a personal judgment against the defendant, Floyd L. Whicker, for a total of said 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 defendant, Floyd L. Whicker, the sum of $829.00, together with the costs of this action, taxed at _____dollars and _____cents.

GLOBE FERTILIZER CO.)
VS) # 13267 Judgt. vs Deft. for $139.04 and Costs.
SAM PICKERALL) J. D. 16, Page 157.

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 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 the sum of $119.04 principal and interest and the further sum of $20.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendant,Sam Pickerall, 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, Sam Pickerall, the sum $139.04, together with the costs for this action, taxed at _____dollars and _____cents.

LINCOLN OIL REFINING CO.)
VS) # 13364 Judgt. vs Deft. for $150.00 and Costs.
ROBERT SMITH.) J. D. 16, Page 157.

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 make 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 on the account sued upon the sum of $150.00, and that the plaintiff is entitled to a personal judgment against the defendant, Robert Smith, 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, Robert Smith, the sum of $150.00, together with the costs of this action, taxed at _____dollars and _____cents.

HARNEY SEMONES, RECEIVER)
OF THE HUNTER BANK OF)
BROWNSBURG, INDIANA.)
VS) # 13688 Judgt. vs Pltf. for Costs.
CLEO HUNT, ET AL.) J. D. 16, Page 158.

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, Harney Semones, Receiver of The Hunter Bank of Brownsburg, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MID-WEST FUEL CO.)
AN INDIANA CORP.)
VS) # 13984 Judgt. vs Pltf. for Costs.
WILLIAM W. WOOD .) J. D. 16, Page 158.

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, Mid-West Fuel Company an Indiana Corporation, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

MARGARET PIKE)
VS) # 14108
RALPH J. (JOHN RALPH) PIKE)

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

HARRY HUGHES)
VS) # 14008 INTERLOCUTORY PARTITION DECREE
IVA WILLIAMS)
MURAT W. HUGHES)

Comes now the plaintiff by his attorney Harney F. Semones and comes also the defendant Iva Williams by her attorney Charles E. Edwards and by agreement between the said parties the plaintiff files his amended complaint alleging therein that Murat W. Hughes did heretofore convey on August 26th 1932, sell to Iva Williams his interest in said real estate and that the deed conveying said interest is recorded in Volume 141 at Page 460 of the Deed Record in the Recorders Office in Hendricks County, Indiana and that because of said conveyance by said Murat W. Hughes the said real estate is susceptible of partition and issues in this behalf having been joined the same are now submitted to the court for trial and determination. And the court having heard the evidence and being sufficiently advised in the premises finds that as alleged in the complaint and amended complaint said plaintiff and defendant are the owners in fee-simple as tenants in common and entitled to the possession of the following described real estate to-wit:

The East half of the Northeast Quarter of Section Nineteen (19), Township Sixteen (16), North, Range One (1) East.

that said parties so own said real estate is the following proportion: said plaintiff Harry Hughes and undivided 1/3 thereof and said defendant Iva Williams an undivided 2/3 and that they are entitled to have and hold their said respective interest in severalty and that partition of said real estate ought to be made.

It is therefore considered and adjudged by the court that the parties hereto are the owners of, and have interest as above found and set forth in and to said described real estate and partition thereof in accordance with the foregoing findings is now awarded and adjudged between them, and their said respective interest ordered set off and assigned to them in severalty.

And the court now appoints Carl Logan, Anson L. Jones and William A. Smith, disinterested resident freeholders of Hendricks County, Indiana, and not of kin to any of the parties herein, commissioners to have such partition: and the court further orders and directs that the said commissioners herein appointed appear in open court on November 23rd 1933, and take the oath as by law required to faithfully perform their duties as such commissioners and said commissioners are further ordered to assign and set off by lots, metes and bounds to the said owners of said real estate their respective interest therein as heretofore found and adjudged and make due report of their proceedings during present term of this court.

And thereupon a warrant is issued to said commissioners under the hand of the clerk and seal of this court.

JOSEPH SELLARS)
VS) # 13741 Judgt. vs Deft. for $133.00 and Costs.
JOHN L. DUVALL) J. D. 16, Page 158.

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 the plaintiff on the obligation sued upon the sum of $133.00 principal and interest, and that the plaintiff is entitled to a personal judgment against the defendant, John L. Duvall, for the sum of $133.00, 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 defendant, John L. Duvall, the sum of $133.00, together with the costs of this action, taxed at _____dollars and _____cents.

GROVER AGAN)
VS) # 13705 Judgt. vs Defts. for Costs.
WENDELL H. WATKINS) J. D. 16, Page 158.
FREDA E. WATKINS)

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 the plaintiff is entitled to possession of the following described real estate, to-wit:

A part of the Northwest quarter of the Northeast quarter of Section 6, Township 16 North, Range 1 East, bounded as follows:
Beginning in the center of the Pittsboro and Danville Gravel Road 250 feet South of the South line of the original Town of Pittsboro; thence South in the center of said road 101 feet; thence East parallel with said South line of said Town 210 feet; thence North parallel with said road 101 feet; thence West with the South line of said Town 210 feet to the place of beginning, containing 40/100 acres, more or less.
Also part of the North half of Section 6, Township 16 North, Range 1 East, beginning at an Oak line post 346 feet south of the original plat of the town of Pittsboro and east from the center of the Pittsboro and Danville Gravel road parallel with said town plat 212 feet; thence running East 2 rods; thence South 5 rods and 6½ feet thence West 3 rods and 7½ feet; thence North 4 rods and 13 feet to the place of beginning, containing 12/100 acres, containing in both tracts 61/100 acres, more or less.

and that the defendants, Wendell H. Watkins and Freda E. Watkins, unlawfully hold possession thereof.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff is entitled to the possession of the above described real estate, and that the defendants, Wendell H. Watkins and Freda E. Watkins, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CARL KELLER &)
MYRLE KELLER)
VS) # 13732 Judgt. vs Deft. for Costs.
HAZEL OXLEY) J. D. 16, Page 159.

Come now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.), that the defendant has been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendant to appear and answer said complaint, and said 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 plaintiffs and that the plaintiffs are entitled to possession of the following described real estate, to-wit:

A part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North, Range 1 West, bounded and described as follows, to-wit: Beginning at a point 26 rods East and 8 rods North of the Southwest corner of said quarter quarter Section; and running from thence East 34 rods; thence North 16 rods; thence West 34 rods; thence South 16 rods to the place of beginning, containing 3.50 acres, more or less.
Also: A part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North Range 1 West, bounded and described as follows, to-wit: Beginning at the Southeast corner of said quarter quarter Section; and running thence North 8 rods; thence West 20 rods; thence South 8 rods; thence East 20 rods to the place of beginning, containing 1 acre, more or less.

and that the defendant, Hazel Oxley, unlawfully holds possession thereof.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiffs have the possession of the above described real estate, and that the defendant, Hazel Oxley, 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, November 23rd, 1933.

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

IDA GERMANSON)
VS) # 13707
BASCA MANUFACTURING CO.)

Come now the parties, by counsel, and the defendant withdraws plea of nul tiel corporation.

STATE OF INDIANA)
VS) # 7422
FRANK CORLEY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Frank Corley, 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, Frank Corley is released on his own recognizance until December 23rd, 1933.

MARGARET PIKE)
VS) # 14108
RALPH J. (JOHN RALPH) PIKE)

Comes now the defendant, in person and by counsel, and comes also the plaintiff, in person and by counsel, and this cause is now submitted to the Court, and evidence heard on the petition to modify the order of allowance and also on the petition for allowance for attorneys' fees.

And the Court having heard the evidence and being duly advised, now finds against the defendant on his petition to modify the order of allowance and the Court finds for the plaintiff on her petition for allowance for her attorneys.

It is, therefore, ordered and adjudged by the Court that the defendant pay to the plaintiff for the use and benefit of her attorneys the sum of $100.00, said sum to be paid on or before the 10th day of December, 1933. And the defendant is also ordered to pay at once the amount in arrears on the former order made in this case and to continue said payments as heretofore ordered until further order of the Court.

Comes now the plaintiff in the above entitled cause and files her second paragraph of complaint herein praying for a restraining order, and which verified complaint is in the words and figures as follows, to wit: (H.I.)

And this proceeding being submitted to the court on said verified complaint on such application for restraining order, and the court being duly advised in the premises, finds for the plaintiff and finds that plaintiff is entitled to a temparary restraining order as herein prayed for.

It is therefore ordered and considered by the court that said defendant be, and he is, hereby restrained from selling or otherwise from disposing of his shares of stock he is the owner of in the Pike Realty Company, a corporation, of the City of Indianapolis, Marion County, Indiana, until notice and further order of this court.

THE LADOGA BUILDING LOAN FUND) Judgt. vs Defts., Franklin T. Kirk & Cary E. Kirk for $682.00 and Costs.
AND SAVINGS ASSOCIATION.) J. D. 16, Page 159.
VS) # 13092 DECREE FORECLOSING MORTGAGE.
FRANKLIN T. KIRK, ET AL.)

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 all of the defendants in this action have each been served with the process more than ten days prior to the 5th day of November, 1930, being the date endorsed on 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).

The defendants, Franklin T. Kirk, Cary E. Kirk, Quaker Oil Co., and First Rural Loan And Savings Association, 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 came not and 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 true. That there is due the plaintiff from the defendants, Franklin T. Kirk and Cary E. Kirk, upon the note and mortgage sued upon herein, as alleged in the plaintiff's complaint, the sum of Six Hundred Twenty-five and 40/100 ($625.40) Dollars, and the sum Forty and no/100 ($40.00) Dollars is attorney's fees. Making a total of Six Hundred Eighty-Two and no/100 ($682.00) Dollars.

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 defendants, Franklin T. Kirk and Cary E. Kirk, separately and severally, the sum of Six hundred eighty Two-------Dollars, 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 la ws. 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.

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, Indiana, to-wit:-

A part of the north west quarter of the south west quarter of Section 31 in Township 17 North, Range 1 East bounded as follows, to-wit:- Beginning at a point in the center of the Lebanon Road 52.22 rods from a stone in the center of said road which is 8 degrees east 321 feet from the center of the crossing of said Lebanon Road and Indiana, Bloomington and Western Railway; thence North 87 degrees east 10.96 rods; thence north 14 degrees east 16 rods; thence north 16 degrees east 8.25 rods; thence west 10 rods to the center of the Lebanon and Pittsboro Road; thence south 16 degrees west with the center of said road 8.25 rods; thence south 21 degrees west with center of said road to the place of beginning, estimated to contain one and one-half (1½) acres, more or less.

be and the same is forever barred and floreclosed 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 percent 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 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 plaintiff's judgment, interest, costs and accruing costs, the rest thereof remaining unpaid shall belevied upon the goods and chattels, lands and tenaments of said Franklin T. Kirk and Cary E. Kirk, subject to execution, and sale thereof shall be made without relief from valuation and appraisement laws.

Dated this _____ day of November, 1933.

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

C. J. Stevenson, Judge.

Friday Morning, November 24th, 1933.

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

PEOPLES BANK AND TRUST)
COMPANY OF CLAYTON, IND.)
VS) # 12386
ANNA RUSHTON, ET AL.)

Comes now the receiver, heretofore appointed in this cause, herein, and it appearing that the receiver has never collected any assets and that he has been fully paid for his own services, this receiver is now discharged from his bond and trust, and this proceeding is now finally disposed of.

ESTHER D. ILES)
VS) # 13366 Judgt. vs Pltf. for Costs.
TERRE HAUTE, INDIANAPOLIS) J. D. 16, Page 159.
& EASTERN TRACTION CO.)

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

It is, therefore, adjudged and decreed by the Court that the plaintiff, Esther D. Iles, take nothing on her complaint and that the defendant, Terre Haute, Indianapolis & Eastern Traction Company, recover its costs, taxed at twenty dollars and five cents.

GLEN MILES)
VS) # 13973
LILLIAN MAE MILES)

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 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 this cause is continued pending order and judgment for further consideration.

COMMERCIAL ACCEPTANCE)
COMPANY)
VS) # 14070
RUSSELL PRITCHETT)

Comes now Otis E. Gulley, herein, and withdraws appearance for the defendant, Russell Pritchett.

NIK-O-LITE BATTERY CORP.)

VS) # 14091 Judgt. vs Deft. for $15.87,
Judgt. vs Pltf. for Costs.

RUFUS SEARS) J. D. 16, Page 159.

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 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 is due the plaintiff on the account sued upon the sum of $15.87, and that the plaintiff is entitled to a personal judgment against the defendant, Rufus Sears, for said sum, at the cost of the plaintiff, Nik-O-Lite Battery Corp.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Rufus Sears, the sum of $15.87.

It is further considered, ordered and adjudged by the Court that the plaintiff, Nik-O-Lite Battery Corporation, pay the costs of this action, taxed at _____dollars and _____cents.

PEARSON PIANO COMPANY)

VS) # 14093 Judgt. vs Deft. for $29.98.
Judgt. vs Pltf. for Costs.

O. T. HANCOCK) J. D. 16, Page 160.

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 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 is due the plaintiff on the account sued upon the sum of $29.98, and that the plaintiff is entitled to a personal judgment against the defendant, O. T. Hancock, for said sum, at the cost of the plaintiff, Pearson Piano Company.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, O. T. Hancock, the sum of $29.98.

It is further considered, ordered and adjudged by the Court that the plaintiff, Pearson Piano Company, pay the costs of this action, taxed at _____ dollars and _____cents.

Friday, November 24th, 1933, and the 17th day of the November Term, 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, November 25th, 1933.

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

MARION CAMPBELL, ETC.)
VS) # 13539
JOHN REITZEL, ET AL.)

Comes now the plaintiff, by counsel, and files motion for nunc-pro-tunc entry, which motion is in the words and figures following, to-wit: (H.I.).

AUGUSTUS LASH)
VS) # 14003
CHLOE PALMER HELLER)

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

GLEN MILES)
VS) # 13973 Judgt. vs Pltf. for Costs.
LILLIE MAE MILES) J. D. 16, Page 160.

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being duly advised, now finds that the plaintiff is not a fit person to have the care and custody of said minor child, Evelyn Miles, and that said custody should be granted to the grandfather, Lon Webb.

It is, therefore, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the plaintiff, Glen Miles, and the defendant, Lillie Mae Miles, be and they are hereby dissolved and the plaintiff is given a divorce from the defendant.

It is further adjudged that the custody of the minor child, Evelyn Miles, be and the same is hereby granted to the grandfather, Lon Webb, until further order of the Court, and the plaintiff is ordered to contribute to and provide for her support, all until further order of the Court.

It is, further adjudged that the plaintiff, Glen Miles, pay the costs of this action, taxed at _____dollars and _____cents.

FLOYD J. BARKMAN)
VS) # 13312
DOUGLAS HALL)

Come now the parties, by counsel, and this cause is set for new trial, January 26th, 1934.

Charles F. Remey
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, November 27th, 1933.

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

IMPANELLING OF THE GRAND JURY FOR THE NOVEMBER TERM, 1933.

Comes now, John A. Kendall, prosecuting attorney, herein, and files request for Grand Jury, which request is in the words and figures following, to-wit: (H.I.). And the Court having examined said request, now grants the same, and the Clerk of this Court is ordered to issue venire for the Grand Jury to report Friday, December 1st, 1933, at 9:00 o'clock A. M., for jury services.

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFEBARGER,)
ET AL.)

Come now the parties, by counsel, and the Court being duly advised, now sustains the motion to make more specific as to the tenth specification, and overrules the motion to make more specific as to the other specifications, to each of which the defendants duly object and except.

J. K. EVE)
VS) # 14038 Judgt. vs Deft. for $52.65 and Costs.
GUS B. TAYLOR) J. D. 16, Page 160.

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.).

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

This cause being at issue, 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, finds for the plaintiff, and that there is due the plaintiff on the account sued upon the sum of $52.65, and that the plaintiff is entitled to a personal judgment against the defendant, Gus B. Taylor, 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, Gus B. Taylor, the sum of $52.65, together with the costs for this action, taxed at _____dollars and _____cents.

STATE OF INDIANA, EX REL LUTHER)
F. SYMONS, BANK COMMISSIONER)
VS) # 13810
CLAYTON BANK & TRUST COMPANY)

Comes now Clement E. Kelley Receiver of the Clayton Bank & Trust Company of Clayton, Indiana, and files his verified report of sale of a part of the real estate heretofore ordered sold in this cause, which report is in the words and figures as follows; (H.I.)

Monday, November 27th, 1933, and the 19th day of the November Term, 1933.

And the Court having inspected and examined said report and being fully advised in the premises finds that said report should in all things be approved and confirmed and the Receiver ordered to execute his deed for approval of this Court and to take back a mortgage for the unpaid balance of the purchase price said deferred payments to draw interest at the rate of six per cent per annum.

It is therefore ordered adjudged and decreed that the report of sale of the part of the real estate reported sold, be and the same is hereby in all things approved and confirmed.

And now the Receiver is ordered to execute his deed to the purchaser and present the same for approval of the Court.

And said Receiver is further ordered to take from the purchaser a mortgage to secure the payment of the unpaid balance of the purchase price on said real estate, as reported herein. Said deferred payments to draw interest at the rate of six per cent per annum.

And now the Receiver presents his deed to the purchaser thereof which is now approved in open Cpurt by the Court indorsing thereon these words "Approved in open Court this 27th day of Nov 1933 -- A. J. Stevenson, Judge of the Hendricks Circuit Court."

And now said deed is ordered delivered to the purchaser, and this cause is continued for the sale of remainder of the real estate ordered sold in this cause.

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

A. J. Stevenson, Judge.

Tuesday, November 28th, 1933, and the 20th day of the November Term, 1933.

Tuesday Morning, November 28th, 1933.

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

CHARLES C. CRAMPTON, ET AL.)
VS) # 14024
LOVE CRAMPTON CAULKINS, ET AL.)

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

Plaintiffs also file motion for change of venue from the county, which motion is in the words and figures following, to-wit: (H.I.).

BERTHA GENTRY)
-vs-) # 14133 O R D E R
RICHARD GENTRY.)

Comes now Bertha Gentry, having this day filed her affidavit in this Court whereby it appears that she is the plaintiff in the above entitled cause of action and whereby she has filed a restraining order in this Court, being in the words and figures as follows, to-wit, (H.I.)

And the Court having examined said affidavit and being duly and sufficiently advised in the premises now finds that the defendant should be restrained by this Court from disposing of said property, namely, (1) clothing and furniture belonging to plaintiff, (2) 24 hogs, 250 chickens, one cow, 300 cans of fruit, one Roosevelt Automobile and one automobile trailer, in which this plaintiff holds an interest, (3) a check from the Mutual Liability Insurance Company in the sum of $950.00.

That the defendant herein should be prohibited from selling, disposing of or destroying said articles heretofore mentioned until the further orders of this Court.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court that the defendant herein is hereby restrained from disposing of or selling said personal property heretofore mentioned until the further orders of the Court; that it is hereby further agreed that this defendant appear in this Court on the 2nd day of December, 9 o'clock, A. M. or as soon thereafter as counsel can be heard for a hearing to determine why said temporary restraining order should not be made permanent.

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 29th, 1933.

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

ORDER TO DRAW ADDITIONAL GRAND JUROR
AND TO IMPANEL GRAND JURY.

It appearing to the Court that Charles E. Merritt is not now a resident of Hendricks County, Indiana, the Clerk is now ordered to call the jury commissioners to draw one additional name from the jury box for Grand Jury.

Said Grand Jury is now ordered to report in the Hendricks Circuit Court on Thursday, December 7th, 1933, for jury services.

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER, ET AL.)

Come now the plaintiffs, by counsel, and file second amended complaint, which second amended complaint is in the words and figures following, to-wit: (H.I.). And now the defendant is ruled to answer on or before December 4th, 1933.

ARABELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

Come now the parties, by counsel, and the Court having examined the motion to require the plaintiff to answer questions as contained in said motion except questions three and four, heretofore filed, and being duly advised, now sustains the same.

It is, therefore, ordered that the plaintiff answer the questions set out in said motion propounded by the defendant, except questions three and four as set out in said motion.

HARRY HUGHES)
VS) # 14008
IVA WILLIAMS, ET AL.)

Come now the commissioners, herein, and file their report, which report is in the words and figures following, to-wit: (H.I.).

CHARLES C. CRAMPTON, ET AL.)
VS) # 14024
LOVE CRAMPTON CAULKINS, ET AL.)

Come now the parties, by counsel, and the Court having examined the motion for change of venue from the county, heretofore filed, and being duly advised, now sustains the same.

And now the Court submits the names of the counties adjoining Hendricks County, and the parties each strike there-from, and Montgomery County remaining, this cause is sent on change of venue to Montgomery County, Indiana, and three days are given in which to pay the costs and perfect the change.

STATE OF INDIANA)
VS) # 7424
WILLIAM LYTLE)

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 now the Court fixes the defendant's bond at $500.00.

STATE OF INDIANA)
VS) # 7426
GLENDON ELMORE)

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.

And now the Court takes this case under advisement.

STATE OF INDIANA)
VS) # 7429
E. L. MIDDLETON)

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 now the Court fixes the defendant's bond at $500.00.

CHARLES C. CRAMPTON,)
ADMINISTRATOR, ETC.)
VS) # 14134
LOVE CRAMPTON CAULKINS,)
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 now by agreement of parties, the Court sustains the motion for change of venue from the county, and the cause is sent on change of venue by agreement of parties to Montgomery County, Indiana, and three days are given in which to pay the costs and perfect the change.

BECKER ROOFING CO., A CORP.)
VS) # 13502 Judgt. vs Pltf. for Costs.
CLARENCE M. GENTRY.) J. D. 16, Page 160.

Comes now the plaintiff, by counsel, and upon its 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, Becker Roofing Company, A Corporation, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

ALBERT J. FLYNN)
VS) # 13631 Judgt. vs Pltf. for Costs.
ALEX ALEXANDER) J. D. 16, Page 161.
JENNIE ALEXANDER)

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, Albert J. Flynn, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ARTHUR G. BLAIR, DOING)
BUSINESS IN THE NAME OF)
DANVILLE LOAN COMPANY.)
VS) # 13421 Judgt. vs Defts. For Costs. (Correction of order in same cause in Civil Order Book 83 at page 42.)
CHARLES DALZELL,) J. D. 16, Page 161.
RUTH DALZELL .)

Comes now the plaintiff, by counsel, and on motion the Court now corrects the record heretofore made in said cause.

It is, therefore, now adjudged and decreed by the Court that this cause be and the same is hereby dismissed at the defendants' cost, taxed at _____ dollars and _____cents, and this record is ordered corrected to so read.

THE PEOPLES STATE BANK, TRUSTEE,) ENTRY ON DECREE FOR POSSESSION AND TO QUIET TITLE.
VS
FRED A. BECK:) #13971 Judgt. vs Defts. for $50.00 and Costs.
CATHERINE J. BECK, husband and wife.) J. D. 16, Page 161.

Come now the parties by counsel, and by agreement trial by jury is waived, and the time set for trial being at hand, the cause is submitted to the court on plaintiff's complaint, the answer filed thereto by the defendants, a cross complaint filed by the defendants, and plaintiff's answer to said cross complaint, for finding, judgment and decree.

The court having heard the evidence and being duly advised in the premises, finds for the plaintiff on its complaint and against the defendants on their cross complaint, and that the allegations in plaintiff's complaint are true;that at the commencement of this action plaintiff was the owner of certain real estate as described in plaintiff's complaint; that it had the legal estate therein and was the record owner in fee simple title thereof, and the court further finds that the defendants, and each of them, claim an interest in said real estate and their claim, and the claim of each of them, is without right and unfounded, and that plaintiff is entitled to have its title to the real estate described in its complaint quieted.

The court further finds that said plaintiff is entitle to the possession of the real estate described in plaintiff's complaint; that the defendants, and each of them, unlawfully hold possession thereof and have unlawfully kept plaintiff out of the possession of the same; that plaintiff should be entitled to the possession of said real estate by January 3, 1933; that plaintiff has been damaged in the sum of Fifty Dollars ($50.00), and the court assesses the damages to plaintiff against the defendants, and each of them, by reason of the premises, in the sum of Fifty ($50.00) Dollars.

It is therefore considered and adjudged by the court that plaintiff is the owner in fee simple title of the real estate described in plaintiff's complaint; that said real estate is located in the County of Marion, State of Indiana, and described as follows, to-wit:

Lot Numbered 48 in Emerson Highlands, and Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 19, page 5, in the office of the Recorder of Marion County, Indiana, also sometimes known as No. 4901 East Eleventh Street, Indianapolis, Indiana;

and the defendants' claim thereto is without right and unfounded, and that the plaintiff's title in, to and over said property herein described be and the same is hereby quieted and forever set at rest against the said defendants, and each of them, and all persons claiming under or through them, or either of them; that said plaintiff is entitled to possession of said property by January 3, 1934, and that said plaintiff recover of and froi the said defendants, and each of them, the possession of said real estate and damages in the sum of Fifty Dollars ($50.00), together with the costs of this action.

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

A. J. Stevenson, Judge.

Thursday, November 30th, 1933, and the 22nd day of the November Term, 1933.

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Friday, December 1st, 1933, and the 23rd day of the November Term, 1933.

Friday Morning, December 1st, 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, December 2nd, 1933.

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

OTIS GRAY AUTO COMPANY BY)
OTIS GRAY)
VS) # 14066 ORDER Judgt. vs Deft. for $10.00 and Costs.
RUSSELL LARSH) J. D. 16, Page 161.

Comes now the plaintiff and it appearing to the Court by summons issued herein and the return of the sheriffs indorsement thereon, which summons and return are as follows: (here insert), that the defendant has been duly served with process, by personal service, more than ten days prior to the first day of the present term of this Court, which was fixed by the plaintiff by indorsement on his complaint herein, and said defendant is three times audibly called, and comes not, and makes default.

It is, therefore, considered and adjudged by the Court that the plaintiff recover of the defendant the property described in the complaint to-wit: One Nash Coupe, Engine Number 76381; that said property is of the value of Twenty ($20.00) Dollars and that the defendant unlawfully detains same from the defendant.

It is further considered and adjudged by the Court that upon failure of defendant to deliver up to the plaintiff said property, the plaintiff recover of the defendant said sum of Twenty ($20.00) Dollars.

It is further considered and adjudged that the plaintiff recover of the defendant Ten ($10.00) Dollars as damages for the detention of said property together with the costs and charges in this cause layed out and expended.

STATE OF INDIANA)
VS) # 7356
CECIL HELTON)
MARIE NEW)

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 duly advised in its premises, now grants the same.

It is, therefore, considered ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendants, Cecil Helton and Marie New, and said defendants are now discharged.

STATE OF INDIANA)
VS) # 7385
WILLIE H. WATSON)

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 duly advised in its premises, now grants the same.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendant, Willie H. Watson, and said defendant is now discharged.

STATE OF INDIANA)
VS) # 7421
OLIVER HARRIS)

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 duly advised in its premises, now grants the same.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendant, Oliver Harris, and said defendant is now discharged.

STATE OF INDIANA)
VS) # 7428
ABE BLACK)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Abe Black, in his own proper person, who being duly arraigned in open Court for his plea says he is not guilty, as charged in the affidavit.

And the Court now fixes the defendant's bond at $1500.00.

MARGARET JANE BLESSING)
VS) # 13197 Judgt. vs Deft. for Costs.
OTIS WARD) J. D. 16, Page 162.

Come now the parties, by counsel, and by agreement of said parties, the Court finds for the plaintiff and that the plaintiff is entitled to the immediate possession of the real estate described in the complaint, and that the defendant, Otis Ward, wrongfully withheld said real estate and the possession thereof from the plaintiff at the date of the filing of this suit.

It is, therefore, considered, ordered, adjudged and decreed by the Court that the plaintiff, Margaret Jane Blessing, recover the possession of the real estate described in her complaint, together with the costs of this action, taxed at _____ dollars and _____cents.

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

A. J. Stevenson, Judge.

Monday Morning, December 4th, 1933.

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

WALTER HAMMOND ETC.)
VS) # 13157 Judgt. vs Pltf. for Costs.
T. H. I. & E. TRACTION CO.) J. D. 16, Page 162.

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 having seen and examined said motion and being duly advised in its premises, now sustains the same, and cause is dismissed at 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 Hammond, by Ina Hammond, next friend, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

FANNIE M. KIRKHAM)
VS) # 14069
FOREST L. KIRKHAM)

Comes now the plaintiff, in person and 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.

Comes now, John A. Kendall, prosecuting attorney, and appears for the defendant, Forest L. Kirkham.

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 said cause under advisement.

HERBERT HINNERS.)
VS) # 14089
ALFRED JACKSON, ETC.)
THE JACKSON SONS CO.)
MILTON STROUD.)

Come now the defendants, by counsel, and file petition for physical examination of plaintiff, which petition is in the words and figures following, to-wit: (H.I.).

BLANCHE E. BOHNER, BY)
HER NEXT FRIEND HENRY)
BOHNER.)
VS)# 14090
ALFRED JACKSON, ETC., ET AL.)

Come now the defendants, by counsel, and file petition for

physical examination of plaintiff, which petition is in the words and figures, following, to-wit: (H.I.).

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY.)
VS) # 14102
ADA B. CREWS, ET AL.)

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

And now the plaintiff is ruled to reply on or before December 11th, 1933.

BERTHA GENTRY)
VS) # 14123
RICHARD GENTRY)

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.). 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 the Court having examined said motion for change of venue from the county, and being duly advised in its premises now sustains the same. And now comes the plaintiff, by counsel, and by agreement of parties, this cause is sent on change of venue to Marion County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

MADIE BLAIR)
VS) # 13967
CITY OF INDIANAPOLIS)

Come now the parties, in person and by counsel, and this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Earl Atkinson, Ernest K. Walter, Harold R. Hull, L. E. Johnson, Aldes Rawlings, Lester V. West, Walter R. Wallace, Glen McClain, Roy McKee, Guy Mount, Harry Foster and R. L. Smith, 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 all the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M., Tuesday, December 5th, 1933.

STATE OF INDIANA)
VS) # 7426 Judgt. vs Deft. for Costs.
GLENDON ELMORE) J. D. 16, Page 162.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Glendon Elmore, in his own proper person, and said defendant having heretofore plead guilty and the Court being duly advised, now finds that said defendant is guilty of the crime of petit larceny and for the offense by him com-

mitted, be imprisoned in the Indiana Reformatory for a period of not less than one year nor more than ten years, that his true age is twenty years, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Glendon Elmore, 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 court adjourned until 9:00 o'clock A. M. Tuesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, December 5th, 1933.

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

LOLETA ROBERTS)
VS) # 13896
WARREN ROBERTS)

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

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, the same is taken under advisement.

MADIE BLAIR)
VS) # 13967
CITY OF INDIANAPOLIS)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and before the arguments, the defendant tenders instructions numbered from one to fifteen inclusive, and asks the Court to indicate what instructions will be given and what refused. And the Court now refuses of the instructions so tendered numberes 1, 2, 3, 4, 5, 6, 7, 8 and 9, to the refusal of each one of which the defendant duly objects and excepts. And the Court indicates that it will give of the instructions tendered by the defendant numbers 10, 11, 12, 13, 14 and 15.

Arguments 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 from one to eleven inclusive, to the giving of each one of which the plaintiff and defendant each for themselves separately and severally objects and excepts. And the Court gives of the instructions tendered by the defendants numbers 10, 11, 12, 13, 14 and 15, 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.

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:

MADIE BLAIR)
VS) CAUSE NUMBER 13967
CITY OF INDIANAPOLIS)

We, the Jury, find for the defendant.

Lewis E. Johnson
FOREMAN

And now the jury is discharged from further duties in this 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, December 6th, 1933.

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

BOONE COUNTY STATE BANK)
OF LEBANON, INDIANA.)
VS) # 13249 Judgt. vs Pltf. for Costs.
ROY CORNETT.) J. D. 16, Page 163.

It appearing to the Court that this cause has been set 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 now dismissed for want of prosecution, and the plaintiff, Boone County State Bank of Lebanon, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

NORA PHILLIPS)
VS) # 13966
CURTIS BROOKSIDE)
NORA BROOKSIDE.)

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

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

IDA PRESSBURG)
VS) # 13992 Judgt. vs Pltf. for Costs.
ELSIE McCALL) J. D. 16, Page 163.

Comes now the defendant, in person and by counsel, and this cause being set for trial, and the plaintiff failing to appear, this cause is now by the Court dismissed for want of prosecution, at the cost of the plaintiff and without prejudice.

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, Ida Pressburg, is ordered to pay the costs of this action, taxed at _____dollars and _____cents, and without prejudice.

IN THE MATTER OF THE RECEIVERSHIP OF)
THE FARMERS BANK OF HAZELWOOD, INDIANA) E N T R Y

Comes now the receiver of The Farmers Bank of Hazelwood, Indiana, and files his petition herein for an order to sell certain real estate in the petition described, which petition is in the words and figures as follows, to-wit: (H.I.).

And now the court being fully advised in the premises find that the petition of this receiver should be granted, and the real estate therein described sold

The court further finds that said real estate should

be sold subject to the mortgage held by The Prudential Insurance Company of America, and that said sale should be made for cash, at private sale, without notice and for not less than the appraised value thereof.

It is, therefore ordered, adjudged and decreed that Calvin Stout, Receiver of The Farmers Bank of Hazelwood, Indiana, be, and he is hereby authorized to sell the following described real estate in Hendricks County, State of Indiana, to-wit:

The South half of the Northwest quarter of Section 26, in Township 14, North of Range 1 West, except the following described tract to-wit: Beginning at the Northwest corner of said half quarter section; and running thence South 41 rods; thence East 80 rods; thence North 41 rods; thence West 80 rods to the place of beginning, estimated to contain exclusive of said exception, 59½ acres, more or less;

Also, a part of the Southwest quarter of the Northeast quarter of Section 26, Township and Range aforesaid, bounded and described as follows, to-wit: Beginning at the Southwest corner of said quarter quarter; and running thence East 2 rods; thence North 40 rods; thence West 2 rods; thence South 40 rods to the place of beginning, estimated to contain one-half of an acre, more or less.

And containing in both of the tracts, hereinabove described, 60 acres, more or less.

and private sale, for cash, and without notice; subject to the mortgage of The Prudential Insurance Company of America and for not less than the appraised value thereof.

It is further ordered that upon sale of said real estate that said receiver make his report thereof to this court and abide the orders of this court.

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

A. J. Stevenson, Judge.

Thursday Morning, December 7th, 1933.

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

DAVIE B. BLUNK)
VS) # 14097
BESSIE V. BLUNK)

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.).

CHALMER BRATTON)
VS) # 14132
THE STANDARD OIL CO.)
JOSEPH FLORY)

Comes now the plaintiff, by counsel, and dismisses this cause of action as to the defendant, The Standard Oil Company, 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 as to the defendant, The Standard Oil Company, and the plaintiff, Chalmer Bratton, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HERBERT HINNERS)
VS) # 14089
ALFRED JACKSON, ETC.)
THE JACKSON SONS CO.)
MILTON STROUD)

Come now the parties, in person and by counsel, and the Court having examined the petition for physical examination of plaintiff, and being sufficiently advised in its premises, now sustains the same, and Dr. L. W. Armstrong is appointed to make examination.

And this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Earl Atkinson, Ernest Walter, Harold Hull, L. E. Johnson, Glen McClain, Lester V. West, Walter Wallace, Aldes Rawlings, Roy McKee, Guy Mount, Harry Foster and R. L. Smith, 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 instruction touching their conduct during separation until 9:00 o'clock A. M. Friday, December 8th, 1933.

THE UNION CENTRAL LIFE IN-)
SURANCE COMPANY OF CINCINNATI,)
OHIO.)
VS) # 13661
GEORGE A. SNIDER, AND)
MYRTLE SNIDER, HIS WIFE.)

Comes now the receiver, John C. Taylor, by counsel, and files his final report in the above entitled cause, which report is in the words and figures following, to-wit:

STATE OF INDIANA,)
HENDRICKS COUNTY.) SS:

IN THE HENDRICKS CIRCUIT COURT, NOVEMBER TERM, 1933.

The Union Central Life Insurance Company
Of Cincinnati, Ohio.

Vs.

George A. Snider and Myrtle Snider, his wife.

RECEIVER'S FINAL REPORT.

The undersigned, John C. Taylor, heretofore appointed as receiver in the above entitled cause, and duly qualified and acting as such receiver, for his 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 following described real estate in Hendricks County, Indiana, to-wit:-

The North Half of the Northwest Quarter of Section 13, Township 16 North, Range 2 West, containing 80 acres, also,
The Northwest Quarter of the Northeast Quarter of said Section 13, Township and Range aforesaid, containing 40 acres, and in the two tracts above described 120 acres.

That said described real estate was sold at Sheriff's Sale pursuant to decree in said cause, to The Union Central Life Insurance Company Of Cincinnati, Ohio, on the 12th. day of November, 1932; that the year of redemption from such sale expired November 12th. 1933, and that said purchaser is now the owner of said real estate as shown by Sheriff's Deed dated November 13th. 1933, and recorded in Deed Record 141, page 558 of the records of the Recorder's Office of Hendricks County, Indiana.

That your receiver has has exercised such care and control over said real estate as has been necessary for the proper accomplishment of the purposes of his appointment and that nothing further remains for your receiver to do under his said appointment.

That the judgment rendered in the above cause in favor of The Union Central Life Insurance Company Of Cincinnati, Ohio, remains unsatisfied in the sum of $1042.45 with certain interest thereon.

That your receiver charges himself with the following receipts:

Nov. 18th. 1933, William Freeman 9 acres of corn, And 4 tons of mixed hay in barn,	$120.00;
Dec. 4th. 1933, B. F. King, 202 bushels of corn,	$ 65.00;
Dec. 4th. 1933, William Freeland, 236 bushels of corn,	$ 75.52;
Dec. 4th. 1933, Frank Routh, 524 bushels of corn,	$167.77;
Dec. 6th. 1933, Roy Fisher, 96 bushels of oats,	$ 24.40;
Total Receipts,	$452.69.

Your receiver claims credit for the following disbursements:

Dec. 4th. 1933, Frank Routh, weighing corn,	$ 1.70;
Dec. 4th. 1933, William Freeland, 36 bushels oats,	$ 7.92;
That last item above is in payment for seed oats furnished by the said freeland during the receivership. I have no vouchers for the above transactions.	
Total	$ 9.62.

Thursday, December 7th, 1933, and the 28th day of the November Term, 1933.

RECAPITULATION.

Total receipts, as shown above,	$452.69;
Total credits, as shown above,	$ 9.62;
Balance	$443.07

That your receiver has in his hands for disbursement subject to the order of the court, $443.07.

That a reasonable fee for your receiver is	$ 75.00;
That a reasonable fee for your receiver's attorney is	$ 40.00;
Money paid for revenue stamps, on checks,	$ .10;
Total amount of	$115.10.

Leaving a balance in your receiver's hands, if the above fees are allowed, of $327.97.

which sum is applicable to the judgment held by the said The Union Central Life Insurance Company Of Cincinnati, Ohio, and unpaid in this cause.

WHEREFORE, your receiver asks for an order of court directing disbursement of all funds remaining in his hands as suggested in this report, approved and confirming all acts of your receiver as reported to the court, discharging all parties to your receiver's bond from further liability thereunder, and ordering this receivership fully and finally closed.

Respectfully submitted.

John C. Taylor
Receiver.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, this 6th. day of December, A.D. 1933, personally appeared John C. Taylor, who being first duly sworn under oath says he is the person named as receiver in the foregoing report; that he has read said report and that the matters and facts therein set forth are true.

John C. Taylor

Subscribed and sworn to this the 6th. day of December, A. D. 1933.

(SEAL) Zimri E. Dougan,

My Com. Exp. Jan. 3rd. 1935. Notary Public.

And the Court having seen and examined said report and being sufficiently advised in its premises, now approves the same, and endorses his approval thereon, which is as follows: "December 7th. 1933, examined and approved in open court. Disbursements ordered as in said report set out. Receiver discharged from his bond and trust. A. J. Stevenson, Judge."

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, December 8th, 1933.

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

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER,)
ET AL.)

Comes now the defendant, United States Fidelity and Guaranty Company, and files motion to strike out parts of complaint, which motion is in the words and figures following, to-wit: (H.I.).

RICHARD C. SMITH)
VS) # 14080
WELLINGTON HARPER)

Come now the parties, by counsel, and the Court having examined the motion for change of venue from the county, heretofore filed, and being duly advised in its premises, now sustains the same, and now by agreement of parties, this cause is sent on change of venue to Boone County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

HERBERT HINNERS.)
VS) # 14089
ALFRED JACKSON, ETC.,)
THE JACKSON SONS COMPANY,)
MILTON STROUD.)

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. Monday, December 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, December 9th, 1933.

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

STATE OF INDIANA, EX REL.)
JAMES W. NICHOLS, ADMR.,)
ETC.)
VS) # 14014
ERNEST E. FARROW, ET AL.)

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

IN THE MATTER OF THE RECEIVERSHIP OF)
THE FARMERS BANK OF HAZELWOOD, INDIANA.) E N T R Y

Comes now the undersigned receiver and files his verified report of the sale of certain real estate, which report is in the words and figures as follows, to-wit: (H.I.)

And the court having seen said report and examined the same finds that the same should be approved and the receiver directed and authorized to deliver a deed for said real estate to said purchaser.

And now said receiver presents his deed in open court, which deed is examined and approved by the court endorsing thereon the following: "Examined and approved in open court this 9th day of December, 1933. A. J. Stevenson, Judge of Hendricks Circuit Court."

MARION CAMPBELL, ET AL.)
VS) # 13539
JOHN REITZEL, ET AL.)

Come now the parties, by counsel, the petitioner by White & Jones and A. J. Kahl, her attorneys, and the defendants by Otis E. Gulley and B. G. Slaymaker, and the defendants file motion to dismiss petition for nunc pro tunc entry, which motion the Court now overrules, to which ruling the defendants each separately and severally object and except, which motion is in the words and figures following, to-wit: (H.I.).

Defendants John Reitzel and Edgar Reitzel file answer to plaintiffs' petition, which answer is in the words and figures following, to-wit: (H.I.).

And now said cause being at issue is submitted to the Court for finding and decree. And the Court having heard the evidence and being duly advised in the premises, now finds for the petitioner and that the record heretofore entered in this cause under date of September 20th, 1932, as recorded in Civil Order Book 81, page 546 thereof, should be corrected to read as follows, to-wit:

"Come now again the parties, by counsel, and the Court having examined the defendants' motion for a new trial, heretofore filed, and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court each of the defendants, John Reitzel and Edgar Reitzel, separately and severally excepts.

And now each of the defendants, John Reitzel and Edgar Reitzel, prays an appeal to the Appellate Court of Indiana. And the Court being duly advised,

now grants said appeal, and bond is fixed at $5000.00, with_____ as surety thereon, which surety the Court now approves and sixty days are given in which to file bond and bill of exceptions."

It is, therefore, considered, ordered, adjudged and decreed that the record heretofore made in this cause under date of September 20th, 1932, and recorded in Civil Order Book 81, page 546 thereof is corrected to read as follows:

"Come now again the parties, by counsel, and the Court having examined the defendants' motion for a new trial, heretofore filed, and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court each of the defendants, John Reitzel and Edgar Reitzel, separately and severally excepts.

And now each of the defendants, John Reitzel and Edgar Reitzel, prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal, and bond is fixed at $5000.00, with_____ as surety thereon, which surety the Court now approves and sixty days are given in which to file bond and bill of exceptions." All of which is finally ordered, adjudged and decreed by the Court.

To which ruling and judgment the defendants, John Reitzel and Edgar Reitzel, each now at the time by their attorneys separately and severally object and except. And now said defendants are given ten days in which to file all bills of exceptions.

GRAND JURY REPORT.

Grand Jury is now conducted into open Court and return certain indictments, and the Court having examined said indictments and found them in due form, the same is now ordered filed with the Clerk.

And now the Grand Jury is discharged.

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 11th, 1933.

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

WAYNE ROSS)
VS) # 14086
VIOLET ROSS)

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

HERBERT HINNERS.)
VS) # 14089
ALFRED JACKSON, ETC.,)
THE JACKSON SUMS CO.,)
MILTON STROUD.)

Come now the parties, by counsel, and the jury is again brought into Court and the taking of evidence is continued, and at the close of the plaintiff's case in chief, the plaintiff dismisses this action as to the defendant, Alfred Jackson.

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., Tuesday, December 12th, 1933.

THE MUTUAL BENEFIT)
LIFEN INSURANCE CO.)
VS) # 14102
ADA B. CREWS, ET AL.)

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

STATE OF INDIANA)
VS) # 7432
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and bench warrant is ordered issued for the defendant, Cleo Hunt, to the sheriff of Hendricks County, Indiana.

STATE OF INDIANA)
VS) # 7433
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and bench warrant is ordered issued for the defendant, Cleo Hunt, to the sheriff of Hendricks County, Indiana.

STATE OF INDIANA)
VS) # 7434
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and bench warrant is ordered issued for the defendant, Cleo Hunt, to the sheriff of Hendricks County, Indiana.

STATE OF INDIANA)
VS) # 7435
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and bench warrant is ordered issued for the defendant, Cleo Hunt, to the sheriff of Hendricks County, Indiana.

STATE OF INDIANA)
VS) # 7436
CLARENCE LEE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and bench warrant is ordered issued for the defendant, Clarence Lee, to the sheriff of Hendricks County, Indiana.

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER,)
ET AL.)

Comes now the defendant, United States Fidelity and Guaranty Company, 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.).

IRVING WEBSTER .)
VS) # 13293 Judgt. vs Pltf. for Costs.
LASKI LOUIS FARB, ET AL.) J. D. 16, Page 163.

It appearing to the Court that this cause has been set for trial, and the parties failing to appear, 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, Irving Webster, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WILLIAM E. SWAIN,)
VS) # 14055 Judgt. vs Defts. for $2641.92 and costs.
DEE APPLEGET AND) J. D. 16, Page 164.
GRACE E. APPLEGET,)
HUSBAND AND WIFE.)

Comes the plaintiff, William C. Swain, by counsel, and come also the defendants by their counsel. Whereupon the defendants file answer to the complaint as follows, to-wit:-(Here Insert).

And this cause, being at issue upon plaintiff's complaint and the answer of defendants thereto, 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 29th day of August, 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, and make the same returnable on September 11th, 1933, the same being the 7th Judicial day of the September Term 1933 of the Hendricks Circuit Court; that, pursuant to said indorsement, the Clerk issued said summons, as directed, which summons was duly served upon said defendants, as commanded.

The clerk further finds that on the 20th day of August, 1932, the defendants, Dee Appleget and Grace E. Appleget, his wife, were the owners in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

The South East quarter of the North East quarter of Section 11, Township 16 North, Range 1 West, containing 40 acres, more or less.
Also, the East half of the East half of the South East quarter of Section 11, Township 16 North, Range 1 West, containing 40 acres, more or less, and containing in the two tracts hereinabove described 80 acres, more or less.

That on said date said defendants became indebted to the plaintiff herein, William E. Swain, in the sum of $2250.00, and, as evidence of said indebtedness, said defendants on the said 20th day of August, 1932, executed and delivered to the plaintiff herein their certain promissory note in the sum of $2250.00, payable on the 20th day of August, 1933, and two interest coupon notes, each for the sum of $90.00, representing the interest due on said principal note, and falling due as follows: One on the 20th day of February, 1933, the other on the 20th day of August, 1933; that to secure the payment of said principal note, and said interest coupon notes, as and when the same became due, defendants, Dee Appleget and Grace E. Appleget, 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 the 25th day of August, 1932, at 9:40 o'clock A.M. and recorded in Book 91, page 516 of the Records of the Recorder's Office of Hendricks County, Indiana.

The court further finds that said principal note and each of said interest coupon notes are over-due and remain wholly unpaid; that by the terms and conditions of the mortgage herein referred to the mortgagors expressly agree to pay the debt secured thereby without relief from valuation or appraisement laws, and that the failure to pay any one of said notes at maturity said mortgage may be foreclosed accordingly.

The court further finds for the plaintiff, that the allegations of his complaint are true, and that there is due him thereon the following sums and amounts, to-wit:-

Principal note, and interest to date	$2304.00;
Coupon interest note due February 20th, 1933.	95.76;
Coupon interest note due August 20th, 1933	92.16;
Fee for plaintiff's attorney	150.00;

that said sums are secured by the mortgage south to be foreclosed in this proceedings, and that the plaintiff is entitled to a judgment against defendants, Dee Appleget and Grace E. Appleget, his wife, and against each one thereof severally, for a total of said amounts, in, to-wit:- The sum of $2641.92, all without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon his complaint that he 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 his complaint, and the costs and expenses of this action, and costs and expenses of such sale.

It is, therefore, considered and adjudged by the court that the plaintiff herein, William E. Swain, recover of and from the defendants, Dee Appleget and Grace E. Appleget, his wife, and from each one thereof severally, the sum of $2641.92, together with his costs and charges laid out and expended and 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 therein described, be and the same is now foreclosed against each of the defendants; that the equity of redemption of the defendants, Dee Appleget and Grace E. Appleget, husband and 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 29th day of August, 1934; that, immediately after said date, upon the filing of a praecipe 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 wirtten or printed notices thereof in at least three public places in Middle Township, Hendricks County, Indiana, the township in which said real estate is located, and at the door of the court house of this courty; 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 costs of such sale;

Second: To the payment of the amount found due the plaintiff upon his complaint, being the amount of the judgment heretofore rendered herein in favor of the plaintiff, together with interest thereon from the 11th day of December, 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, judgement and interest, the residue thereof, so remaining unsatisfied, shall be made out of

the goods and chattels, lands and ten ements of defendants, Dee Appleget and Grace E. Appleget, his wife, or out of the goods and chattels, land 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.

LILLIAN B. DEAN)
VS) CAUSE NUMBER 14072
CARL O. DEAN)

(This entry is of December 9th, 1934.)
Judgt. vs Deft. for $8.00 per week and costs.
J. D. 16, Page 182.

D E C R E E

Come now the parties in person and by counsel and this cause being at issue is submitted to the Court for trial, finding and decree.

Evidence heard, finding for the plaintiff and that the plaintiff is entitled to a divorce from the defendant on the grounds stated in her complaint. The Court finds that the plaintiff is a suitable person to have the care and custody of the child, Emma Louise, age 13, and that the defendant should pay to the plaintiff for the support and maintenance of said child the sum of $8.00 per week until further order of the Court.

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

It is further ordered and adjudged that the custody of the child, Emma Louise, age 13, be and the same is hereby awarded to the plaintiff until further order of the Court. And the defendant is ordered to pay to the plaintiff the sum of $8.00 per week for her support.

It is further ordered and adjudged that the defendant pay the costs of this action.

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

A. J. Stevenson, Judge.

Tuesday Morning, December 12th, 1933.

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

BLANCHE B. BROWN)
VS) # 14144
KENNETH HURST, 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 and being sufficiently advised in its premises, non-resident notice is ordered, making the same returnable February 3rd, 1934.

HARNEY F. SEMONES, REC.,)
ET AL.)
VS) # 14006
BERT FREEMAN, ET AL.)

Come now again the parties, by counsel, and the Court having seen and examined said motion for change of venue from the county, heretofore filed, and be-duly advised now sustains the same, and now by agreement of parties, this cause is sent on change of venue to Montgomery County, Indiana, and the defendant is given which to pay the costs and perfect change.

MILTON W. OSBORN)
VS) # 13498 E N T R Y
WILLIAM D. HAVERSTICK) Judgt. vs Defts. for $1548.00 an
CHARLES K. McCORMACK) J. D. 16, Page 164.
O. H. HAMMOND, Whose Christian)
name is unknown.)

Comes now the plaintiff by his attorneys, H
and comes also the defendants, William D. Haverstick, O. H. Hammond, and C
by their attorney, C. K. McCormack, and said cause of action being at issu
answer in General Denial.

Said cause of action is now submitted to th
trial and finding without the intervention of a jury, a jury having been w
following agreed judgment:

The Court now finds for the plaintiff upon
notes in the sum of $50.00 each, amounting to $300.00 and interest in the
given by the defendant, William D. Haverstick, and the Court now finds tha
missory notes in a total sum of $300.00 are secured by one chattel mortgag
Buick Sedan Automobile, Model 2747, Serial Number 1706193, Engine Number 1

And the Court further finds that said chatte
duly recorded in the office of the Recorder of Marion County, in Mortgage
page 98 of the office of the Recorder of Marion County, on the 17th day of

And the Court further finds for the plaintif

For value received and by virtue of the authority of an Order of the Circuit Court of Rush County, State of Indiana, duly rendered and given in the Estate of Milton W. Osborn, deceased, pending in the Circuit Court of Rush County, State of Indiana, recorded in Probate Order Book No. 50, at pages 145 and 146, of the official records in the office of the Clerk of the Circuit Court of Rush County, State of Indiana, I, Mary A. Osborn, as Administratrix of the Estate of Milton W. Osborn, Deceased, hereby assign and transfer the judgment in the within Cause, together with all my right, title and interest therein as said Administratrix, to Mary A. Osborn, in her individual capacity.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of May, 1940

Mary A. Osborn
As Administratrix of the Estate of Milton W. Osborn, Deceased.

ATTEST:
Clerk of the Circuit Court of Hendricks County, State of Indiana.

additional promissory notes, all bearing date of July 17, 1930, and maturing serially thirty days respectively after date in the total amount of $900.00, each of said notes calling for interest and attorney fees.

And the Court further finds that to secure said indebtedness of $1200.00, said William D. Haverstick endorsed one promissory note in the amount of $305.38, bearing date of July 1, 1930, executed by O. H. Hammond and Charles K. McCormack, which said note calls for interest and attorney fees.

And the Court further finds that as additional security for said series of $50.00 notes, the said William D. Haverstick did on the 17th day of July, 1930, endorse to plaintiff herein one promissory note of the sum of $1168.26 executed by Charles K. McCormack, and which said note calls for interest and attorney fees.

And the Court further finds that there is now due and unpaid on said twenty four promissory notes the sum of $1200.00 principal, together with interest in the sum of $273.00 and attorney fees in the sum of $75.00.

It is, therefore, considered, ordered, adjudged and decreed that the plaintiff herein have and recover of William D. Haverstick, the sum of $1473.00 principal and interest on notes sued on in plaintiff's complaint, and $75.00 attorney fees for the use and benefit of plaintiff's attorney, and costs.

And it is further ordered that the mortgage on said Buick Sedan Automobile, Model 2747, Serial Number 1706193, Engine Number 1764810 be ordered foreclosed and sold as other personal property is sold on foreclosures by the sheriff.

And it is further ordered that the plaintiff herein recover of said defendant, William D. Haverstick, the balance due after the sale of the automobile and the payment of costs from other property of defendants, William D. Haverstick.

It is therefore, considered, ordered, adjudged, and decreed that if there is not sufficient property of the defendant, William D. Haverstick, to satisfy the judgment herein rendered the plaintiff have and recover of the defendants, O. H. Hammond and Charles K. McCormack, the sum of $305.48 and costs.

It is, therefore, considered, ordered and adjudged and decreed that if there is not sufficient property of the defendant, William D. Haverstick, to satisfy the judgment herein rendered, the plaintiff have and recover of the defendant, Charles K. McCormack, the sum of $1168.20 and costs.

HERBERT HINNERS.)
VS) # 14089
ALFRED JACKSON, ETC.,)
THE JACKSON SONS CO.)
MILTON STROUD.)

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 the evidence, the defendants tender instructions numbered one to thirteen and also interrogatories numbered from one to _____ inclusive and the plaintiff tenders instructions numbered from one to _____ inclusive and asks the Court to indicate before argument what instructions will be given and which refused. And the Court indicates before argument that it will give of the instructions tendered by the plaintiff numbers 3, 4 and 5, and refuse to give of the instructions tendered by the plaintiff numbers 1 and 2, to the refusal of each one of which the plaintiff objects

and excepts. And the Court indicates that it will give of instructions tendered by the defendants numbers 6, 9, 10, 11 and 13, and refuses to give of those tendered by the defendants numbers 1, 2, 3, 4, 5, 7, 8 and 12 to the refusal of each one of which each defendant separately objects and excepts.

Arguments are heard and concluded, and at the close of arguments, the Court instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers 3, 4 and 5, to the giving of each one of which each defendant objects and excepts. And the Court gives of the instructions tendered by the defendants numbers 6, 9, 10, 11 and 13, to the giving of each one of which the plaintiff duly objects and excepts. And the Court gives of its own motion instructions numbered from one to twelve inclusive, to the giving of each one of which the plaintiff and defendants each separately and severally objects and excepts. And the Court submits interrogatories numbered from one to seventeen inclusive to the jury to be answered and returned with their verdict.

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

A. J. Stevenson, Judge.

Wednesday Morning, December 13th, 1933.

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

STATE OF INDIANA)
VS) # 7432
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and in open Court waives arraignment and enters plea of not guilty.

And now the Court fixes the defendant's bond at $5000.00.

STATE OF INDIANA)
VS) # 7433
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and in open Court waives arraignment and enters a plea of not guilty.

STATE OF INDIANA)
VS) # 7434
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and in open Court waives arraignment and enters a plea of not guilty.

STATE OF INDIANA)
VS) # 7435
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and in open Court waives arraignment and enters a plea of not guilty.

STATE OF INDIANA)
VS) # 7436
CLARENCE LEE)

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 now the Court fixes the defendant's bond at $1000.00.

Wednesday, December 13th, 1933, and the 33rd day of the November Term, 1933 .

JAY S. MILLER)
VS) # 13523 Judgt. vs Pltf. for Costs.
CLAUDE JOHNSON) J. D. 16, Page 164.

It appearing to the Court that this cause has been set for trial, and the plaintiff 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, Jay S. Miller, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HERBERT HINNERS)
VS) # 14089
ALFRED JACKSON, ETC.)
THE JACKSON SON CO.,)
MILTON STROUD.)

Come now the parties, by counsel, and the jury is again brought into Court, and failing to reach a verdict after twenty-one hours deliberation, the jury is now discharged from further consideration of this cause.

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

A. J. Stevenson, Judge.

Thursday, December 14th, 1933, and the 34th day of the November Term, 1933.

Thursday Morning, December 14th, 1933.

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

JOHN C. TAYLOR, GUARDIAN)
OF CHESLEM JORDAN)
VS) # 13533 Judgt. vs Pltf. for Costs.
FORREST BLANTON) J. D. 16, Page 165.

It appearing to the Court that this cause has been set 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, John C. Taylor, Guardian of Chesley Jordan, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MIDLAND ACCEPTANCE CORP.)
OF INDIANA.)
VS) # 13953
CECIL HELTON.)

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

And comes also the plaintiff, by counsel, and by agreement of all parties, this cause is sent on change of venue to Marion County, Indiana, and five days are given in which to pay the costs and perfect change.

ABE GREENSPAN)
VS) # 14041
ELI GMIL, ET AL.)

Come now the parties, by counsel, and the defendant, Elias Dulberger, enters appearance for himself and the defendant,Lillian Dulberger.

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.

LESTER WILSON)
VS) # 13205 Judgt. vs Pltf. for Costs.
PENNSYLVANIA RAILROAD CO., ET AL.) J. D. 16, Page 165.

It appearing tothe Court that this cause has been set for trial, and the plaintiff failing to appear, 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, and the plaintiff, Lester Wilson, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

Thursday, December 14th, 1933, and the 34th day of the November Term, 1933.

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

A. J. Stevenson, Judge.

Friday, December 15th, 1933, and the 35th day of the November Term, 1933.

Friday Morning, December 15th, 1933.

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

WEST SIDE LUMBER CO.)
VS) # 13205
SADIE BUSH, 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.

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 16th, 1933.

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

STATE OF INDIANA)
VS) # 7436
CLARENCE LEE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant in his own proper person, and asks permission to withdraw his plea of not guilty, and to enter his plea of guilty. And the Court being duly advised, permission is now granted, and the defendant, Clarence Lee, now in open Court for his plea says that he is guilty of the offense charged.

And the Court now takes this cause under advisement until Wednesday, December 20th, 1933, and the defendant is ordered to report back at that date.

C. E. GRANT)
VS) # 12844
THE WEST STREET)
COLD STORAGE CO.)

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 MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13200
FRED CLINE, 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 now said receiver is discharged from his bond and trust herein.

The cross-complaint of Brandt C. Downey is now dismissed for want of prosecution, and the proceedings are now adjudged final disposed of.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 13687
JAMES M. HOGAN)

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 13804
ORLANDO ATKINSON, 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 now said receiver is discharged from his bond and trust herein.

THE QUINCY STOVE)
MANUFACTURING CO.)
VS) # 13877
J. J. GAMBOLD)

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

STATE OF INDIANA EX REL)
JAMES W. NICHOLS, ADMR. ETC.)
VS) # 14014 Judgt. vs Defts. for $191.72 and Costs.
ERNEST E. FARROW, JR., ET AL.) J. D. 16, Page 165.

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 and being duly advised, finds for the plaintiff and against the defendants, and that the defendant Ernest E. Farrow, Jr. as principal and the defendant Seaboard Surety Company of N.Y. as surety, should account to the plaintiff for sum of $191.72.

It is, therefore, adjudged and decreed that the plaintiff have and recover of and from the defendants, Ernest E. Farrow, Jr. and Seaboard Surety Company of New York, New York, the sum of $191.72, together with the costs of this action, taxed at ___ _____dollars and _____cents, and that execution should first be issued against the said Ernest E. Farrow, Jr, before proceeding against the defendant, Seaboard Surety Company of New York, New York, as surety.

MARION CAMPBELL, by her next)
Friend, Charles O. Osborne.)
vs)# 13539
JOHN REITZEL AND EDGAR REITZEL)

Comes now the defendants, John Reitzel and Edgar Reitzel, by their attorney and file with Clerk of this court and present to the Judge of this court the longhand transcript of the evidence on the hearing of the plaintiff's motion for an entry, nunc-pro-tunc of this cause, and now the court and the Judge of said court examines said transcript and finds the same to be full, true, complete and correct, and a true bill of exceptions, and does now sign and settle the same, and orders that the same be filed in this cause as a true bill of exceptions in this cause, and said bill of ex-

ceptions is now filed in this cause, and with the Clerk and in the office of the Clerk of this court, which said filing is made and had after said bill of exceptions was duly signed, sealed and settled as aforesaid by the Judge of this court.

ESTA J. THORPE &)
LEON C. THORPE, ETC.)
VS) # 14151
REUDEN SMITH, ET AL.)

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

And the Court having examined said non-resident notice, the same is now ordered for all defendants, making the same returnable February 24th, 1934.

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 18th, 1933.

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

MADIE BLAIR)
VS) # 13967 Judgt. vs Pltf. for Costs.
CITY OF INDIANAPOLIS) J. D. 16, Page 165.

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

It is, therefore, now adjudged by the Court that the plaintiff take nothing by her complaint and that the defendant, City of Indianapolis, recover its costs, taxed at _____dollars, and _____cents.

SARA E. HENZIE)
VS) # 14023 Judgt. vs Deft., Thomas Komstohk, for $500.00 and Costs.
THOMAS H. KOMSTOHK, ET AL.) J. D. 16, Page 166.

Come now the parties, by counsel, and the Court now overrules motion for a new trial, heretofore filed, to which ruling of the Court the plaintiff 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 defendant, Thomas Komstohk, the sum of $500.00, 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, December 19th, 1933.

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

STATE OF INDIANA EX REL)
LUTHER SYMONS)
VS) # 13302 E N T R Y
PITTSBORO STATE BANK)

Comes now the State Bank of Lizton, Indiana, as receiver of the Pittsboro State Bank of Pittsboro, Indiana, and files its verified report of the sale of a part of the real estate hereinbefore ordered sold, which report is in the words and figures as follows, to-wit: (H.I.)

And the court being duly advised in the premises finds that the receiver gave notice of the time, terms and places of sale as heretofore in this proceeding ordered, and that he sold the real estate, described in said report, for the full appraised value thereof. That said bid was the highest and best bid received by said receiver, and that the report and sale of said real estate should be by the court approved and confirmed.

The court further finds that the purchaser has paid the full purchase price in cash.

It is, therefore, ordered, adjudged and decreed that the sale to Frederick B. Willson by the receiver of the Pittsboro State Bank of the following described real estate, located in Hendricks County, state of Indiana, to-wit:

North half of the Northeast Quarter of the Northwest Quarter of Section 14, Township 17 North of Range 1 West, containing 20 acres, more or less,

be and the same is hereby confirmed and approved and said receiver is now ordered to deliver to the purchaser its deed for said real estate.

And now said receiver presents its deed, to said purchaser, to the court for approval which the court now approves by endorsing thereon the following words, "Approved in open court this 19th day of December, 1933, A. J. Stevenson, Judge of Hendricks Circuit Court."

And now this proceeding is continued for the sale of the remainder of the property heretofore ordered sold.

FRED RICHARDSON)
VS) # 13932 Judgt. vs Pltf. for Costs.
A. S. HORLACHER, ET AL.) J. D. 16, Page 166.

Come now the parties, by counsel, and this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Ernest Walter, J. M. Roberts, Jr., Harold Hull, Harry Foster, L. E. Johnson, Lester V. West, Walter Wallace, Glen McClain, Roy McKee, Guy Mount, Earl Atkinson and R. L. Smith, 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.

After hearing a part of the evidence in this cause, and at the

close of the plaintiff's cause in chief, the defendants separately move to instruct the jury to return a verdict. And now the plaintiff joins in said motion and moves the Court to instruct the jury to find for the plaintiff.

Arguments on motions are heard and concluded, and the Court announces that it will sustain the defendants' motion.

And now the plaintiff moves to dismiss this cause, to which motion the defendants duly object. The Court being duly advised, now sustains motion to dismiss, to which ruling each defendant duly objects and excepts.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the plaintiff, Fred Richardson, 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, December 20th, 1933.

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

STEVE G. KAKASULEFF)
VS) # 14139
TOM KOSTOFF)

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

DONALD F. HARWOOD)
VS) # 14159
HELEN MARIE HARWOOD)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of 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, non-resident notice is ordered, making the same returnable February 12th, 1934.

STATE OF INDIANA)
VS) # 7436 Judgt. vs Deft. for $50.00 Fine and Costs.
CLARENCE LEE) J. D. 16, Page 166.

Comes now again the State of Indiana, by John A. Kendall, prosecuting atturney, and comes also the defendant, in his own proper person, and the said defendant having heretofore plead guilty as charged, and the Court being duly advised, finds that the defendant, Clarence Lee, for the offense by him committed, should be fined in the sum of $50.00, 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.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Clarence Lee, 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 six months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well, and on condition that he no longer operate or engage in operation of the business in which he is engaged, or in any pool room or club room.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Clarence Lee, be permitted to go at liberty on probation so long as he behaves well, and on condition that he no longer operate or engage in operation of the business in which he is engaged, or in any pool room or club room.

The defendant, Clarence Lee, is given until March 1st, 1934, to pay or stay fine and costs.

HARRY WELCH)
VS) # 14019
OVERLAND FREIGHT)
LINE, INC., ET AL.)

Come now the parties, in person and by counsel, and this cause being at issue and time for trial having arrived, the Sheriff of Hendricks County, Indiana is ordered to bring into open Court the following jurors for jury services, to-wit: Ernest Walter, J. M. Roberts, Jr., Harold Hull, Henry Zerr, Lester V. West, Walter Wallace, Aldis Rawlings, Glen McClain, Roy McKee, Guy Mount, Earl Atkinson and R. L. Smith, 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 court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, December 21st, 1933.

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

MYRTLE F. STANLEY)
VS) # 13994
INDIANA TRAVELERS)
ASSURANCE CO., ET AL.)

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 all the evidence in this cause, now takes the same under advisement.

EDDIE VICK, By Elzie W.)
Vick, his next friend.)
VS) # 14148 Judgt. vs Defts. for $1300.00 and Costs.
INDIANAPOLIS WATER COMPANY) ENTRY. J. D. 16, Page 166.
AND THE CITY OF INDIANAPOLIS.)

Comes now the plaintiff, Eddie Vick, by Elzie W. Vick, his next friend, and by Wymond J. Beckett, his attorney, and come also the defendants, Indianapolis Water Company by Slaymaker, Merrell & Locke, its attorneys, and The City of Indianapolis, by James E. Deery, its attorney, and this cause being at issue upon the separate and several answers of said defendants to plaintiff's complaint, the same is now called for trial, finding and judgment and decree by the court, without the intervention of a jury, a jury having been expressly waived in open court by the parties hereto, and the court having heard the evidence and being fully advised in the premises finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to recover of and from the defendants the sum of Thirteen Hundred Dollars ($1300.00), together with his costs herein laid out and expended.

IT IS, THEREFORE, CONDIERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of and from the defendants the sum of $1300.00, together with his costs taxed at $_____, all of which is finally ordered, adjudged and decreed by the court.

FANNIE M. KIRKHAM)
VS) # 14069- Divorce Decree.
FOREST L. KIRKHAM.)

Come now the plaintiff, Fannie M. Kirkham, by counsel, and this cause being heretofore submitted to the Court, and the Court having heard the evidence adduced by the plaintiff in support of the allegations contained in her complaint, and being fully advised and informed in the premises, does now find for the plaintiff that she is entitled to an absolute divorce from the defendant on the grounds and for the reasons set forth in her complaint.

The court further finds that the plaintiff is entitled to have her maiden name of Fannie M. Littell restored to her.

The court further finds that the plaintiff has been a bona fide resident of Hendricks County, Indiana, for more than six months last past immediately prior to the date of the filing of her complaint herein, and that she has been a bona fide resident of the state of Indiana for more than one year immediately prior to such date.

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

It is also adjudged by the court that plaintiff's maiden name of Fannie M. Littell be and the same is hereby restored to her.

It is adjudged by the court that the defendant herein pay the costs of this action taxed at Fourteen dollars and Ten cents, which costs have heretofore been 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, December 22nd, 1933.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

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

Comes now the defendant, Paul Winesburg, by counsel, and on his motion charge is dismissed as to him for want of prosecution.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to the defendant, Paul Winesburg, for want of prosecution.

STATE OF INDIANA)
VS) # 7314
THOMAS JOYCE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and notice is now ordered to the defendant, Thomas Joyce, to appear on Saturday, December 23rd, 1933, at 1:00 o'clock P. M.

STATE OF INDIANA)
VS) # 7369
VICTOR STONEHOUSE)

Comes now the defendant, Victor Stonehouse, by counsel, and on his motion charge is dismissed for want of prosecution.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed as to said defendant, Victor Stonehouse, for want of prosecution.

STATE OF INDIANA)
VS)# 7418 Judgt. vs Deft. for Costs.
HERBERT E. SHEPPARD) J. D. 16, Page 167.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Herbert E. Sheppard, in his own proper person, who being duly arraigned in open Court, for his plea says that he is guilty as charged in affidavit.

And the Court being duly advised, finds that the defendant for the offense by him committed, be imprisoned in the Indiana Reformatory for a period of not less than one year nor more than seven years, and that he pay the costs of this action. Said defendant's true age is twenty-five years.

It is, therefore, considered, ordered and adjudged by the Court, that the defendant, Herbert E. Sheppard, 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 seven years, and that he pay the costs of this action, taxed at _____dollars and ____ cents.

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. McKINLEY, BANK COM-)
MISSIONER OF THE STATE OF INDIANA)
VS) # 13929
CITIZENS BANK OF AMO, INDIANA.)

Comes now The Danville Trust Company, of Danville, Indiana, the duly appointed, qualified and acting Receiver of the Citizens Bank of Amo, Indiana, and files verified petition to make a partial districution among depositors, which petition is in the words and figures following, to-wit:

STATE OF INDIANA,) SS:
HENDRICKS COUNTY. IN THE HENDRICKS CIRCUIT COURT, MOVEMBER TERM, 1933.

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, of Danville, Indiana, the duly appointed, qualified and acting Receiver of the defendang bank in the foregoing entitled cause, and for its petition herein, says:-

That it was appointed Receiver of said bank on the IIth. day of April, 1933; that it immediately qualified and took upon itself the administration of the trust imposed;

Petitioner further shows that all preferred claims coming to the knowledge of this receiver have been paid, and your petitioner is of the opinion that there are none other preferred claims to file in said receivership, leaving only the general claims against said bank unsatisfied; that said general claims amount to about the sum of $36,000.00, consisting of deposits.

Your petitioner further shows that in the administration of said trust it has collected, and has on hands, the sum of $10,000.00, belonging to said bank; that it knows of no reason why there should not be distributed to said depositors, upon their respective claims, a sum equal to 25% thereof.

WHEREFORE, petitioner prays the court for an order authorizing it to distribute among the creditors of said bank, and to each one thereof severally, a sum equal to 25% of the amount due each of said claimants from said bank, and it asks for all proper authority in the premises.

(SEAL) The Danville Trust Company, as receiver of Citizens Bank, Amo, Indiana, By Chas. Z. Cook, Secretary.

Be it remembered that on this 22nd. day of December, 1933, before me a Notary Public in and for said County and State aforesaid, personally came, Charles 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 Company,
Danville, Indiana.

Subscribed and sworn to before me this 22nd. day of December, A. D. 1933.

(SEAL) Zimri E. Dougan,
My Com. Exp. Jan. 3rd. 1935. Notary Public

And the Court having examined said petition and being duly advised in its premises, now approves the same and endorses his approval thereon which is as follows, to-wit: "December 22nd. 1933, examined and allowed in open court. Distribution ordered as petitioned for. A. J. Stevenson, Judge Of The Hendricks Circuit Court."

HARRY WELCH)
VS) # 14019 Judgt. vs Pltf. for Costs.
OVERLAND FREIGHT) J. D. 16, Page 167.
LINE, INC., 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 hereby dismissed, and the plaintiff, Harry Welch, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ISAAC D. WHITE)
VS.) # 14044 Judgt. vs Deft. for $425.00 and Costs.
PHYSICIANS PROTECTIVE) J. D. 16, Page 167.
CASUALTY COMPANY)

Come now the parties, by counsel, and by agreement, Oscar C. Hagemier, receiver, is substituted as party defendant, and it is now agreed in open court that judgment may be rendered herein for plaintiff for $425.00 and costs of said suit.

And the Court now renders judgment on the said agreement accordingly.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from said defendant said sum of $425.00, together with his costs in this behalf paid, laid out and expended.

BERYLE T. STRINGER)
VS) # 14052 Judgt. vs Deft. for $30.00 per month and Costs.
STERLING STRINGER) J. D. 16, Page 167.

Comes now the plaintiff, in person and 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 comes John A. Kendall, prosecuting attorney, and enters his appearance and makes defense to this action.

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 the evidence in this cause, now finds for the plaintiff and that the allegations of her complaint are true and that she is entitled to a divorce from the defendant on the grounds stated.

The Court further finds that she is a fit and proper person to have the care and custody of the three minor children, Max E., age 11, Gloria Lee, age 7 and Malcolm, age 2, and that the defendant, Sterling Stringer, should be required to contribute the sum of $30.00 per month to the said plaintiff for the support and maintenance of said children,

said sum to be paid on or before the 1st day of each calendar month and until further order of the Court, and that the 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 Beryle T. Stringer and Sterling Stringer 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 considered, ordered and adjudged by the Court that the said Beryle T. Stringer is a fit and proper person to have the care and custody of the above named children, and that the defendant, Sterling Stringer, be and he is hereby required to contribute the sum of $30.00 per month to the said plaintiff for the support and maintenance of said children, said sum to be paid on or before the first day of each calendar month and until further order of the Court, and that the defendant, Sterling Stringer is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

WAYNE ROSS)
VS) # 14086 Judgt. vs Pltf. for $4.00 per Week, $100.00 Attorneys' Fees and Costs.
VIOLET ROSS) J. D. 16, Page 168.

Come now the parties, in person and by counsel, and the plaintiff dismisses his complaint.

And now this cause is submitted on cross-complaint to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence in this cause, finds for the cross-complainant, and that the allegations of the cross-complaint are true, and that the said Violet Ross is entitled to a divorce from said Wayne Ross on the grounds therein stated.

The Court further finds that the said Violet Ross is a suitable person to have the care and custody of the minor child, Delbert Eugene Ross, and that the plaintiff should contribute the sum of $4.00 per week for the support of said child, said sum to be payable to the Citizens Bank at Mooresville every two weeks from and after this date, and that the plaintiff should pay the sum of $100.00 to the defendant for her attorneys' fees, said sum to be paid within ninety days.

The Court further finds that the plaintiff, Wayne Ross should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the bond of matrimony heretofore existing between Wayne Ross and Violet Ross be and they are hereby set aside and held for naught and the cross-complainant is hereby granted a divorce from the plaintiff.

It is further considered, ordered and adjudged that the said cross-complainant, Violet Ross, is a suitable person to have the care and custody of the minor child, Delbert Eugene Ross, and that the plaintiff, Wayne Ross, is ordered to contribute the sum of $4.00 per week for the support of said child, said sum to be payable to the Citizens Bank at Mooresville every two weeks from and after this date, and that the plaintiff should pay the sum of $100.00 to the defendant, Violet Ross for her attorneys' fees, said sum to be payable within ninety days.

It is, further considered, ordered and adjudged by the Court that the plaintiff, Wayne Ross, pay the costs of this action, taxed at _____dollars and _____cents.

ETHEL N. GRAHAM)
VS) # 14141 Judgt. vs Deft. for $110.00 and Costs.
J. E. NEWMISTER, ETC.) J. D. 16, Page 168.

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 there is due the plaintiff on the notes sued upon in the complaint, the sum of $100.00, and the further sum of $10.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendant, J. E. Newmister (whose Christian name is unknown), 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 defendant, J. E. Newmister (whose Christian name is unknown), the sum of $110.00, together with the costs of this action, taxed at _____dollars and _____cents.

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

Comes now Harney F. Semones, Receiver, by counsel, and files his verified petition to release mortgage, which petition is in the words and figures following, to-wit:

State of Indiana
Hendricks County ss. In the Hendricks Circuit Court,
March term, 1933.

State of Indiana, on relation of Luther F. Symons, Bank Commissioner of Indiana
vs. No. 13635.
Hunter Bank.

Comes now Harney F. Semones, Receiver for the Hunter Bank, and being first duly sworn upon his oath says:

That among the listed assets of the Hunter Bank is a certain note and mortgage given by Mary Lee to the Hunter Bank on the 7th day of October, 1927, which mortgage was recorded in Mortgage Record No. 35 at page 512, and which note and mortgage call for the payment of the sum of $560.00 with interest thereon at the rate of 8% per annum. That said mortgage was recorded one minute after the recording of a mortgage given by said Mary Lee to Thomas Feney for the sum of $2000.00 and is therefore a second and subsequent

mortgage to the one given by Mary Lee to said Thomas Feeney. That there is unpaid interest on both of said mortgages for more than three years.

That both of said above named mortgages cover the following described real estate in Brownsburg, Hendricks County, Indiana, to wit:

Lot No. 1 in Graham, Nash & Sennet's Addition
to the Town of Brownsburg, Indiana.

That said property is a residence property in the town of Brownsburg, Indiana, and is not of any value in excess of the amount of the mortgage given by said Mary Lee to Thomas Feeney and the unpaid interest thereon; that there is in my opinion no value in said security as evidenced by said mortgage is worthless to secure the payment of said note for $560.00.

That said Thomas Feeney has recently died and his estate is being administered upon; that the settlement of said estate and the collection of the $2000.00, above mentioned, can be aided if the said mortgage to the Hunter Bank is released of record.

Wherefore this Receiver asks the court for an order authorizing him as such Receiver to release the mortgage given by Mary Lee to the Hunter Bank.

Harney F. Semones
Receiver.

Subscribed and sworn to before me this 22 day of December, 1933.
(SEAL) Carey W. Gaston
My Com. expires Aug. 14 -'34 Notary Public.

And the Court having seen and examined said petition and being duly advised in its premises, now approves the same and endorses his approved thereon which is as follows, to-wit:"12/22/33 Examined & approved. Receiver authorized to release mortgage as petitioned for. A. J. Stevenson Judge."

ORDER APPOINTING JURY COMMISSIONERS

It is ordered by the Court that John G. Shelton, Republican, Danville, Indiana, and Harry G. Thomson, Democrat, Danville, Indiana, and well known to be of opposite Politics and of good character for intelligence, morality and intregrity, be, and they are hereby appointed Jury Commissioners of the Hendricks Circuit Court, of Hendricks County, Indiana, for the year ending December 31st, 1934.

It is further ordered that they be and appear in open court on the 23rd day of December, 1933, at 10:00 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.

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 23rd, 1933.

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

OSCAR T. SCAMAHORN)
VS) # 14127
GERTHA BURKETT, ET AL.)

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

PHILIP T. HOERSKEN, ET AL.)
VS) # 14147
LETTIE C. GRAHAM, ET AL.)

Come now the plaintiffs, by counsel, and upon their motion this cause is now dismissed, the costs being paid on dismissal.

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

WALTER THOMPSON, ET AL.)
VS) # 13905
WILLIAM O. SHUFFLEBARGER, ET AL.)

Come now again the parties, by counsel, and the Court now sustains the motion for change of judge, heretofore filed.

Said parties being unable to agree, the Court now submits the names of Edgar A. Rice, Charles Henderson and Charles Remy, from which to select a special judge.

BERYL T. STRINGER)
VS) # 13814 Judgt. vs Pltf. for Costs.
STERLING STRINGER) J. D. 16, Page 168.

It appearing to the Court that this matter has been adjudicated, this cause is now dismissed by the Court 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, Beryl T. Stringer, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7314 Judgt. vs Deft. for $5.00 per week.
THOMAS JOYCE) J. D. 16, Page 168.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the Court finds that the defendant should pay to the support of the children the sum of $5.00 per week, said first payment to be made on this date and a like sum each Saturday thereafter until further order.

It is, therefore, considered, ordered and adjudged by the Court that the

defendant, Thomas Joyce, pay to the support of his children the sum of $5.00 per week, said first payment to be made on this date, December 23rd, 1933, and a like sum each Saturday thereafter until further order of the Court.

POLK SANITARY MILK)
CO., A CORPORATION)
VS) # 12870
IRA A. ROHL)

On motion of the Court, the defendant's motion for a new trial in this cause is striken out for want of prosecution and this proceeding is adjudged finally disposed of.

FAY C. DAVIS, ADMIN-)
ISTRATRIX OF THE ESTATE)
OF EARL LESTER KOONTZ,)
DECEASED.)
VS) # 13496
INDIANA RAILROAD.)

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 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 appeal and sixty days are given in which to file bond and Bill of Exceptions.

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

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 the same, to which ruling of the Court the plaintiff duly objects and excepts. And the plaintiff now prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, grants said appeal and sixty days are given in which to file bond and Bill of Exceptions.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A CORP.)
VS) # 13925
ULYSSES G. SMITH, ET AL.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, A Corporation, by counsel, and files petition for the receiver to take charge of the real estate described in the within petition recently occupied by defendants, Ulysses G. Smith and Amy V. Smith, his wife, which petition is in the words and figure following, to-wit:

STATE OF INDIANA,
)SS:
HENDRICKS COUNTY,

IN THE HENDRICKS CIRCUIT COURT, NOVEMBER TERM, 1933.

The Mutual Benefit Life Insurance Co.,
A Corporation,

Vs.

Ulysses G. Smith, and Amy V. Smith, his wife,
And others.

The plaintiff herein, The Mutual Benefit Life Insurance Company, a Corporation, for its petition herein, says:-

That on the ___day of May, 1933, upon its petition duly filed and presented to the court, a receiver was appointed to take charge of all of the real estate involved in the above and foregoing entitled proceedings except fifteen acres thereof described as follows, to-wit:-

Fifteen (15) acres of uniform width off of and across the North end of the following described portion of the mortgaged premises, 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, all in Hendricks County, Indiana, which said tract was left to the use and occupancy of said defendants, Ulysses G. Smith and Amy V. Smith, his wife, "so long as they do not suffer waste, or other damage to said premises.

Your petitioner further shows the court that said defendants have wholly abandoned said described tract of real estate, and have moved off the same, leaving the buildings thereon unoccupied and the entire premises without care and attention and protection; that the whereabouts of said defendants, Ulysses G. Smith and Amy V. Smith, his wife, the record owners of said described premises, is unknown to petitioner.

WHEREFORE, your petitioner prays for an order of this court authorizing John C. Taylor, the receiver heretofore appointed, qualified and acting, in this proceedings to take charge of said described premises, rent the same, collect the rents and profits thereof, all until the further order of the court.

The Mutual Benefit Life Insurance Company, a Corporation

By Zimri E. Dougan .Its Attorney.

STATE OF INDIANA,) SS
HENDRICKS COUNTY.

Zimri E. Dougan, being duly sworn upon his oath, says:-

That he is attorney for the plaintiff, The Mutual Benefit Life Insurance Company; that he has examined the within petition, and fully advised himself as to the facts therein alleged and says that the facts, allegations, and averements therein contained are true, and further deponent saith not.

Zimri E. Dougan.

Subscribed and sworn to before me, Frank Tucker, Clerk of the Hendricks Circuit Court, this 23rd. day of December, A. D. 1933.

(SEAL) Frank Tucker, Clerk of the Hendricks Circuit Court.

And the Court having seen and examined said petition and being duly advised in its premises, now approves the same and endorses his approved thereon which is as follows, to-wit:"December 23rd. 1933, petition examined and approved in open court. Receiver ordered to take charge of the real estate described in the petition, rent the same, collect the rents and profits thereof, all until the further order of the court. A. J. Stevenson, Judge of The Hendricks Circuit Court."

STATE OF INDIANA)
VS) # 7388
LOUIS G. WHICKER)

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.

GENERAL COURT ALLOWANCE FOR THE NOVEMBER TERM, 1933.

Frank Tucker, Clerk	$79.95
Lewis L. Pounds, Sheriff	79.95
J. E. Airhart, Baliff	99.63
Helen Harris, Court Reporter	238.24
Charles Higgins, Jury Commissioner	3.00
Lawrence G. Vannice, Jury Commissioner	3.00
Harry Thomson, Jury Commissioner	15.00
John Shelton, Jury Commissioner	15.00
American Law Book Company	16.00
Lawyers Co-Opeyative Publishing Co.	7.50
Alvin Hall	33.35
John W.J.Hornaday, Special Judge	50.00
Paul E. Layman	30.00
Louis B. Ewbank	30.00
GRAND JURY:	
Parker Dye	10.50
Howard Rhea	11.40
Russell F. Shahan	10.20
Ora Groover	11.40
Oscar Moon	7.80
Harry Hadley	10.20
Lewis L. Pounds, Miliage 106 Mi. @ 7 Serving Subpoena's	7.42
PETIT JURY:	
James F. Ballard, Petit	11.30
Walter R. Wallace	62.50
Roy McKee	37.70
Aldes Rawlings	50.50
J. M. Roberts, Jr.	46.80
R. L. Smith	58.00
Henry Zerr	36.90
Lester V. West	53.50
Glen McClain	47.50
Guy Mount	55.00
Harold R. Hull	73.00

Ernest K. Walter			55.00
Earl Atkinson			44.50
L. E. Johnson			47.30
Harry Foster			34.50
Millard F. Norman			19.20
Barton Money			11.20
Noble Terrill			3.80
Elsworth Stewart	Meal		6.50
J. M. Houseman	"		6.50
City Restaurant	"		6.50
East Side Restaurant	Lunch		3.95
John Flynn			7.50
Lollis Clark			7.50
Claude Logan			7.50
Amous Goehler			8.50
Everett Fonner			8.10
Albert Gentry			7.50
Fred Creach			7.50
Frank Christy			7.50
Sam Jordan			7.50
D. F. Martin			8.30
Elsworth Stewart			7.50
Glendon Scearce			7.50
B. Church			2.50
O. L. Dawson			2.50
Danville Restaurant	Thirteen	Meals	6.50
East Side Restaurant	"	Lunches	3.95
John W. Houseman	"	Meals	6.50
		TOTAL	1660.54

Order 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, 1934, of said court.

And Court adjourned until court in course,

Records read and signed in open court.

C. J. Stevenson, Judge.

GRAND AND PETIT JURORS, DRAWN FOR THE JANUARY TERM, 1934.

BE IT REMEMBERED, That on the 27th day of December, 1933, Harry Thomson and John G. Shelton 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, 1934 of this court, viz:

1. John Hufford ---------- Lincoln Township
2. John Hendricks --------- Eel River Township
3. Albert Gable ---------- Washington Township
4. Aubrey Viles ---------- Clay Township
5. Claude Weakley --------- Eel River Township
6. Ira Maxwell ---------- Guilford Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury service for the January Term, 1934 of this court, viz:

1. Paul Martin ------	Eel River	Twp.	16. Chester Parker -----	Middle	Twp.
2. Earl Wallace -----	Clay	"	17. Carl Nash ----------	Lincoln	"
3. William Reed -----	Center	"	18. Charley Harris -----	Center	"
4. Harry Blair ------	Marion	"	19. Paul Harding -------	Lincoln	"
5. Arthur Newman ----	Franklin	"	20. Elvin Newby --------	Clay	"
6. Marion Weddle ----	Brown	"	21. Frank Stanley ------	Liberty	"
7. Charlie Davidson -	Lincoln	"	22. Adrian McClain -----	Washington	"
8. Perry Rushton ----	Clay	"	23. Harvey Higgins -----	Center	"
9. Ray Hunt ---------	Center	"	24. Randolph Cox -------	Guilford	"
10. Ralph Stamper ----	Lincoln	"	25. Charles Crews ------	Clay	"
11. Harvey Lamb ------	Liberty	"	26. Oren Truax ---------	Liberty	"
12. Walter Bradford --	Washington	"	27. Herbert Flanagan ---	Washington	"
13. Hezzie Masten ----	Franklin	"	28. Harvey McClelland---	Franklin	"
14. Sylvester Coffman-	Brown	"	29. Woodson Darnell ----	Clay	"
15. Herschell --------	Middle	"	30. John Pounds --------	Liberty	"

Attest: Frank Tucker, Clerk.

Monday, January 1st, 1934, the same being the 1st day of the January Term, 1934.

Monday Morning, January 1st, 1934.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the January Term, 1934, which term of Court was begun and continued at the Court House in the town of Danville, in the County of Hendricks and State of Indiana, commencing on Monday the 1st day of January, 1932, 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:

IMPANELLING OF THE PETIT JURY FOR THE JANUARY TERM, 1934.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for duty in the Hendricks Circuit Court on Thursday, January 4th, 1934.

MADIE BLAIR)
VS) # 13967
CITY OF INDIANAPOLIS)

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.).

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

Tuesday, January 2nd, 1934, and the 2nd day of the January Term, 1934.

Tuesday Morning, January 2nd, 1934.

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, January 3rd, 1934.

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

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

A. J. Stevenson, Judge.

Thursday Morning, January 4th, 1934.

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

C. E. GRANT)
VS) # 12844
THE WEST STREET)
COLD STORAGE CO.)

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

John W. Hornaday, Special Judge.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14068
PEARLUS E. SMILEY, ET AL.)

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

CARRIE A. BEGGS)
VS) # 14152
ELLIS E. SLUSS, ET AL.)

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

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, by counsel, and this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Earl Wallace, William Reed, Harry Blair, Arthur Newman, Marion Weddle, Charlie Davidson, Perry Rushton, Ray Hunt, Ralph Stamper, Walter Bradford, Hazzie Masten and Sylvester Coffman, 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 now opening statements are made, witnesses sworn and the plaintiff introduces evidence and rests. And now the defendant begins introduction of evidence.

And after hearing á part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. tomorrow morning.

John W. Hornaday, Special Judge.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, January 5th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, in person and by counsel, and the jury is again brought into open court, and the defendant resumes introduction of evidence. The defendant rests and plaintiff rests.

And now the plaintiff files motion for the Court to instruct the jury to find for the plaintiff, 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 plaintiff duly excepts.

And now the plaintiff files motion for the Court to instruct the jury to find for the plaintiff on the issue of consideration, 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 plaintiff duly excepts.

Said plaintiff now files motion for the Court to instruct the Jury to find for the plaintiff upon the issue of fraud, 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 plaintiff duly excepts.

(This order is void. For complete order see C. O. B. 83 at page 136.)

John W. Hornaday, Special Judge.

MARGARET PIKE)
VS) # 14108
RALPH J.(JOHN RALPH) PIKE)

Come now the parties, in person and by counsel, and the plaintiff files reply to the cross-complaint, 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.

And after hearing a part of the evidence in this cause, this said cause is nontinued until 9:00 o'clock A. M. Saturday, January 6th, 1934.

STATE OF INDIANA)
VS) # 7402
ELBERT KERNODDLE)

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 now the Court orders the defendant, Elbert Kernodle, remanded to Jail pending giving of bond.

STATE OF INDIANA)
VS) # 7440
SIDNEY SEBASTIAN)

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, Sidney Sebastian, is remitted to Jail.

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the defendant resumes instruction of evidence. The defendant rests and plaintiff rests.

And now the plaintiff files motion for the Court to instruct the jury to find for the plaintiff, 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 plaintiff duly excepts.

And now the plaintiff files motion for the Court to instruct the jury to find for the plaintiff on the issue of consideration, 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 plaintiff duly excepts.

And plaintiff now files motion for the Court to instruct the jury to find for the plaintiff upon the issue of fraud, 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 plaintiff duly excepts.

The plaintiff and defendant each files written request for the Court to instruct the jury in writing and to indicate in writing the instructions it will give and those it refuses to give.

Plaintiff tenders instructions numbers one to six both inclusive, and the defendant tenders instructions numbers one to twenty inclusive. The Court indicates before argument that it will give instructions numbers one to twelve both inclusive of its own motion, that it will give of plaintiff's instructions numbers two and four, and refuses to give numbers 1, 3, 5 and 6, that it will give of defendant's instructions numbers 2, 5, 18, 19 and 20, and refuses to give numbers 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17. Arguments are heard and completed.

And now the Court adjourns until 9:00 o'clock to-morrow morning.

_____

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, January 6th, 1934.

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

MARGARET PIKE)
VS) # 14108
RALPH J. (JOHN RALPH) PIKE)

Come now again the parties, by counsel, and the taking of evidence is continued.

And after hearing a part of the evidence in this cause, the Court now adjourns until 9:00 o'clock A. M. Monday, January 8th, 1934.

JOHN O. SPAHR)
VS) # 12017
GENEVA BATES MYERS)

Come now the parties, in person and by counsel, and the jury is again brought into open Court, and the Court having given the jury instructions as above indicated, the jury now retires in charge of a sworn bailiff.

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.).

Said instructions with all memoranda thereon are ordered made a part of the record without a bill of exception.

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:

JOHN O. SPAHR)
VS) HENDRICKS CIRCUIT COURT
GENEVA BATES MYERS) JANUARY TERM, 1934.

We, the jury, find for the defendant.

Chas. B. Davison
Foreman.

And now the jury is dismissed.

John W. Hornaday, 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, January 8th, 1934.

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

STATE OF INDIANA)
VS) # 7440 Judgt. vs Deft. for Costs.
SIDNEY SEBASTIAN) J. D. 16, Page 169.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Sidney Sebastian, in his own proper person, and the Court being duly advised, finds the defendant guilty of the crime of petit larceny, and that his true age is twenty-three years.

And the Court further finds that the defendant for the offense by him committed, be imprisoned in the State Penal Farm for a period of four months, and that he should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Sidney Sebastian, for the offense by him committed, be and he is imprisoned in the State Penal Farm for a period of four months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7428
ABE BLACK)

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.

CECIL HELTON)
VS) # 14167 Judgt. vs Pltf. for Costs.
MARIE OPAL HELTON) J. D. 16, Page 169.

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 seen and examined said motion and being duly advised, now sustains the same, and 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, Cecil Helton, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

BERT H. FRANKLIN)
VS)# 14155 Judgt. vs Deft. for $136.44 and Costs.
EDWARD RAYMOND WALKER) J. D. 16, Page 170.

Comes the plaintiff by counsel and produces and exhibits to the court the summons issued to the Sheriff of Hendricks County, Indiana, for defendant, Edward

Raymond Walker, 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 more than ten days before the 30th. day of December, 1933, the day fixed by the plaintiff by indorsement upon his complaint for the 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 defendant, failing to appear and answer the complaint herein, is now three times loudly called in open court but comes not and herein wholly makes default.

And now this cause, being at issue upon plaintiff's complaint and default of the defendant, is submitted to the court for trial, finding and judgment without the intervention of a jury. And the court, having heard the evidence and being fully advised in the premises, says:-

That the complaint in this cause was filed in the office of the Clerk of this court on the 18th. day of December, 1933, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for the defendant, Edward Raymond Walker, and make the same returnable on December 30th, 1933, the same being the 48th. judicial day of the November Term, 1933, of the Hendricks Circuit Court; that pursuant to said indorsement the Clerk issued said summons, as directed, which summons was duly served by said Sheriff, as commanded, as heretofore found by the court.

The court finds for the plaintiff, upon his complaint, that the allegations thereof are true, as therein alleged, and that there is due the plaintiff thereon the following sums and amounts, to-wit:-

Principal and interest on note in suit, $111.44;

Fee for plaintiff's attorney, in the sum of $2500 ;

and that the plaintiff is entitled to a judgment against the defendant, Edward Raymond Walker, for a total of said amounts, in the sum of $136.44, all without relief from valuation and appraisement laws.

It is, therefore, considered and adjudged by the court that the plaintiff, Bert H. Franklin, recover of and from the defendant, Edward Raymond Walker, the sum of $136.44, and his costs and charges taxed at $____, all without any relief from valuation and appraisement laws.

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

THE PLAINFIELD,BUILDING AND LOAN)
ASSOCIATION, PLAINFIELD, INDIANA,)
VS.) # 14149 Judgt. vs Defts. for $1843.52 and Costs.
M. JOSEPH WRIGHT, AND BERTHA A.) J. D. 16, Page 170.
WRIGHT, HUSBAND AND 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, M. Joseph Wright and Bertha A. Wright, his wife, and from which summons and the return of said Sheriff indorsed thereon, the court find that said defendants, and each one of them severally, were served with process and notice of the filing and pendency of this action more than ten days before the 26th. day of December, 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 doudly called in open court but come not and herein make default.

And this cause, being at issue upon plaintiff's complaint and the 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 15th. day of December, 1933, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for defendants, M. Joseph Wright and Bertha A. Wright, his wife, returnable December 26th. 1933, the same being the 44th. judicial day of the November Term, 1933, of the Hendricks Circuit Court; that, pursuant to said indorsement, the Clerk issued summons, as directed, which summons was duly served by said Sheriff, as commanded, as heretofore found by the Court.

The Court further finds that on the IIth. day of June, 1928, defendants, M. Joseph Wright and Bertha A. Wright, his wife, were the owners in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

Lots three (3), four (4) and five (5) in Block five (5) in Duffey and Pickett's Addition to the town of Plainfield; that on said date said defendants became indebted to the plaintiff herein, The Plainfield Building And Loan Association, Plainfield, Indiana, in the sum and amount of $2150.00, and, as evidence thereof, said defendants on the said IIth. day of June, 1928, executed and delivered to the plaintiff herein their certain promissory note in the sum and amount of $2150.00, and thereby, for value received, promised and agreed to pay plaintiff, on or before ten years from the date thereof the sum of $2150.00, payable in installments of not less than $26.40 per month in advance, as dues upon twenty-one shares of the Capital Stock of plaintiff Association, $100.00 each, together with all fines that may be assessed under the by-laws of said Association, upon said Capital Stock, all of said payments to be made without relief from valuation and appraisement laws on or before the 10th. day of each month until the said principal sum, interest, fines, and other lawful charges should be fully paid; that, to secure the payment of said note, and the several installment payments thereof as they severally became due, defendants, M. Joseph Wright and Bertha A. Wright, his wife, on the IIth. day of June, 1928, 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 IIth. day of June, 1928, at 9:03 o'clock A. M., and recorded in Record 87, pages 30 and 31 of the records of said office.

The Court further finds that installment payments were made upon said principal note and debt until November 8th. 1932; that all monthly installment payments since said 8th. day of November, 1932, are now delinquent and unpaid, and by the terms of the mortgage securing said payments the plaintiff is entitled to declare, and has so declared, on, to-wit, the 15th. day of December, 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 now due it thereon the following sums and amounts, to-wit:-

Balance of Principal note and debt, with interest, $1718.52;
Fee for plaintiff's attorney, $ 125.00;

that said sums are secured by the mortgage sought herein to be foreclosed, and that the plaintiff is entitled to a judgment against defendants, M. Joseph Wright and Bertha A. Wright, his wife, and against each of said defendants, severally, for a total of said amounts, in, to-wit, the sum of $1843.52, all without 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, M. Joseph Wright and Bertha A. Wright, his wife, and from each one of them severally the sum of $1843.52, to-gether with its costs and charges laid out and expended and taxed at $_____, all without relief from valuation and appraisement laws.

It is further considered and decreed by the court that the 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 inand to the Real Estate described in said mortgage, and heretofore fully set out and described in the findings of the Court herein, be, and the same is, forever barred and foreclosed, and that said described Real Estate, and all the right, title, interest and 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 of all persons claiming by, under or through them, or either 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 at the rate of eight per cent. per annum from the 6th. day of January, A. D. 1934, to the date of sale;

The overplus, if any, the Sheriff is ordered to pay into court for the use and benefit of the party to whom it rightfully belongs, as the court shall determine and order.

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 galance thereof, so remaining unpaid, shall be made out of the goods and chattels, lands and tenements of the defendants, M. Joseph Wright and Bertha A. Wright, his wife, or from 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.

It is further ordered by the Court 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.

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

MYRTLE F. STANLEY)
VS) # 13994 Judgt. vs Defts. for $1120.00 and Costs.
INDIANA TRAVELERS) J. D. 16, Page 170.
ASSURANCE COMPANY,)
ET AL.)

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 from the defendants, Indiana Travelers Assurance Company and Edward P. Gallagher, as Receiver of Home Assurance Company, on the policy sued upon the principal sum of $1000.00, together with interest thereon from and after January 1st, 1932, together with the costs of this action.

It is, therefore, adjudged and decreed by the Court that the plaintiff have and recover of and from the defendants, Indiana Travelers Assurance Company and Edward P. Gallagher, as Receiver of Home Assurance Company, the sum of $1120.00, together with the costs of this action, taxed at _____dollars and _____cents.

JOSEPH F. ELWARD)
VS) # 14010 Judgt. vs Pltf. for Costs.
JOHN CUMMINS, ET AL.) J. D. 16, Page 170.

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 seen and examined said motion and being duly advised, now sustains the same, and 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, Joseph F. Elward, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

THE INDIANA SAVINGS)
AND INVESTMENT CO.)
VS) # 14042
WILLIAM WALTON HYDE, ET AL)

Comes now the State of Indiana, by counsel, and files petition to intervene, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises now grants the same.

And now the State of Indiana is ordered made a party defendant, and ruled to answer on or before January 15th, 1934.

MARGARET PIKE)
VS) # 14108 Judgt. vs Deft. for $100.00 Attys'. Fees and Costs.
RALPH J. (JOHN RALPH) PIKE) J. D. 16, Page 171.

Come now again the parties, by counsel, and the taking of evidence is continued and concluded, and the Court being duly advised, now finds against the plaintiff on her complaint and for the defendant on his cross-complaint.

It is, therefore, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the plaintiff and defendant, be and they are hereby dissolved and the defendant, Ralph J. (John Ralph) Pike, is given a divorce from the plaintiff, Margaret Pike.

And now by agreement of parties in open Court, it is further ordered and adjudged that the defendant, Ralph J. (John Ralph) Pike, pay the plaintiff's attorneys within thirty days, the sum of $100.00 as attorneys' fees.

And it is further adjudged that the defendant, Ralph J. (John Ralph) Pike,deliver to the plaintiff the following described personal property: one writing desk, one pull up chair, one 9 x 12 rug, one cedar chest, one antique round table, all pictures except Japanese painting, one bridge lamp, one floor lamp, throw rugs, two bed room chairs, one little rocker, one night table, one-half of linen and one-half of glass ware.

It is further considered, ordered and adjudged by the Court that the defendant pay the costs of this action, taxed at _____dollars and _____ cents.

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

DEBETHA HONESS)
VS) #14114 Judgt. vs Pltf. for Costs.
CLAYTON HONESS) J. D. 16, Page 171.

Comes now the plaintiff in the above entitled cause in person and by her counsel, Edgar M. Blessing, and it appearing to the court by the summons herein and the return of the sheriff endorsed thereon, which summons and return are in the words and figures as follows, to-wit: (H.I.)

That the defendant, Clayton Honess, was duly served with process for more than 10 days prior to the 20th day of November, 1933, which was the date fixed by plaintiff by her praecipe on her complaint for the return day for said summons, and the defendant failing to appear in person or by counsel is now three times loudly called in open court but comes not and herein wholly makes default.

And now the Prosecuting Attorney for the 55th Judicial District is called to defend this cause of action and this cause is submitted to the court for trial, finding and decree without the intervention of a jury.

And the court having the evidence and being duly advised in the premises finds that the allegations of plaintiff's complaint are true and that she is entitled to an absolute divorce from the defendant.

The court further finds that there is born to this union one child, Will Ann Honess, of the age of 4 years. That the plaintiff is a fit and proper person to have the care and custody of said child and that the care and custody of said child, without any order of support from the defendant, should be granted to the plaintiff until the further order of this court.

It is, therefore, considered, adjudged and decreed that the plaintiff be, and she is, hereby granted an absolute divorce from the defendant herein, and that the bonds of matrimony heretofore existing are now fully and finally dissolved between the parties hereto.

It is further ordered, adjudged and decreed that the plaintiff, Debetha Honess, have the control and custody of the minor child Will Ann Honess, without any order of support against the defendant until the further order of this court.

It is further ordered, adjudged and decreed that the plaintiff 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 9th, 1934.

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, January 10th, 1934.

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

CENTRAL STATES LIFE)
INSURANCE COMPANY)
VS) # 14103 E N T R Y
CLARENCE EDMONDSON)

Comes now the plaintiff in the above entitled cause and files its petition showing that John Allen, heretofore appointed as receiver, has failed to qualify and asking that another person be appointed as receiver, which petition is in the words and figures as follows, to-wit: (H.I.)

And the court being duly advised in the premises finds that the allegations of the petition to be true and that the plaintiff is entitled to have someone else appointed as receiver.

It is, therefore, ordered and adjudged that Claude Gladden be, and he is, hereby appointed receiver of the real estate described in plaintiff's complaint in this cause to serve during the year of redemption, and that the bond of such receiver is hereby fixed in the sum of $500.00, to be approved by this court.

STATE OF INDIANA)
VS) # 7444
CARL JONES)

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.

STATE OF INDIANA)
VS) # 7441 Judgt. vs Deft., Charley Meyers, for Costs.
GENE RATLIFF) J. D. 16, Page 171.
CHARLEY MEYERS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charley Meyers, in his 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, for the offense by him committed, be imprisoned in the Indiana State Reformatory for a period of not less than one year nor more than ten years, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Charley Meyers, for the offense by him committed, be and he is imprisoned in the Indiana State 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.

STATE OF INDIANA)
VS) # 7443 Judgt. vs Deft. for $10.00 Fine
FRANK WALKER) J. D. 16, Page 171.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Frank Walker, in his 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, Frank Walker, for the offense by him committed be fined in the sum of $10.00, and that he be imprisoned in the County Jail for a period of sixty days, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Frank Walker, for the offense by him committed, be and he is fined in the sum of $10.00, and he be and he is imprisoned in the County Jail for a period of sixty days, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behaivor, and that the said defendant, Frank Walker, be permitted to go at liberty on probation so long as he behaves well.

STATE OF INDIANA ON THE RELATION-)
SHIP OF LUTHER F. SYMONES, BANK)
COMMISSIONER OF THE STATE OF)
INDIANA.)
VS) 13802
PITTSBORO STATE BANK, PITTSBORO.) E N T R Y

Comes now the receiver, George Huber, in the above entitled cause and files his verified petition praying for the sale of certain real estate which was not in the original inventory of the assets of the Pittsboro State Bank and which petition is in the words and figures as follows to-wit: (H.I.)

And the court being duly advised in the premises and having examined said petition finds that the allegation of said petition are true and that it is necessary to sell said real estate to liquidate the affairs of the said Pittsboro State Bank.

The court further finds that said real estate should be appraised by two disinterested free-holders of Hendricks County, Indiana, and that the same should be sold at private sale for cash or if not for cash upon such terms and conditions as the court may approve and that said receiver should give notice of said sale by one publication in a weekly newspaper of general circulation, printed and published at Danville, Indiana.

It is further found by the court that John C. Taylor and Claude Gladden should be appointed as appraisers to appraise said real estate.

It is, therefore, ordered, adjudged and decreed that the prayer of the receiver's petition be, and the same is, hereby granted; that John C. Taylor and Claude Gladden are hereby appointed appraisers to appraise said real estate, and that

the receiver is hereby authorized to sell the real estate described in his petition and which is located in Hendricks County, State of Indiana, and is described as follows:

The West half of the Southwest quarter of Section 5, Township 16, North of Range 1 East, estimated to contain 80 acres, more or less. Also a part of the southwest quarter of the Northwest quarter of Section 5, Township 16 North of Range 1 East, bounded as follows, to-wit: Beginning at a point on the North line of said quarter quarter which is 35 rods and 8 links East of the Northwest corner thereof, and running thence East on said line 39 rods and 17 links and to a point which is 5 rods West of the Northeast corner thereof; thence South 45 rods to the center of the Indianapolis and Crawfordsville road; thence Southeast along the center of said road to the East line of said quarter quarter; thence South on said East line 32 rods to the Southeast corner of the said quarter quarter; thence West on the South line of the said quarter quarter 30 rods to the southwest corner thereof; thence North on the West line of said quarter quarter to a point which is 20½ rods South of the center of the Indianapolis and Crawfordsville road; thence East 8 rods; thence North parallel with the Section line to the center of said road; thence Southeast along the center of said road to a point which is directly South of the beginning point; thence North 23 rods and 7 links to the place of beginning.

It is further ordered and adjudged that said receiver give notice of the time, terms and place of such sale by one publication in a weekly newspaper of general circulation, printed and published in Hendricks County, Indiana, and that said sale should be made at private sale subject to all liens and incumbrances and for cash or if not for cash upon such terms and conditions approved by the court.

It is further ordered that said sale be made subject to the approval of this court, and that the receiver make report of any bids or offers he may have upon said real estate, the court reserving a right to reject any and all bids and offers that may be made to this receiver for the real estate herein described and this proceeding is continued.

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

T. J. Stevenson, Judge.

Thursday Morning, January 11th, 1934.

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

THE STATE OF INDIANA EX REL)
WILMA SEARS.)
VS) # 14125
ALLEN COBLE.)

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.).

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER & LIGHT)
COMPANY, A CORPORATION, ET)
AL.)

Come now the parties, by counsel, and the Court having examined the motion to strike out interrogatories to defendant, Cleveland, Cincinnati, Chicago and St Louis Railway Company, heretofore filed, and being duly advised in its premises, now overrules the same, and ruling is now excepted to.

The defendant, Cleveland, Cincinnati, Chicago and St Louis Railway Company, is now ruled to answer interrogatories on or before January 15th, 1934.

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 12th, 1934.

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

STATE OF INDIANA)
VS) # 7448
KENNETH LEE)
ELY GOLD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ely Gold, 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 the bond of Ely Gold at $2,500.00.

STATE OF INDIANA)
VS) # 7447
CHARLES LANDERS)
IVAN COY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles Landers, in his own proper person, and said defendant being duly arraigned in open court on three counts, for his plea on each count, says that he is not guilty.

And now the Court fixes the bond of Charles Landers at $5,000.00.

STATE OF INDIANA)
VS) # 7446
FRED TURNER)

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.

STATE OF INDIANA)
VS)# 7445
ELY GOLD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ely Gold, 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 bond of Ely Gold at $2,500.00.

FRANK M. MILLER)
VS) # 14153
BENFORD E. BAILEY, 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.

THE INDIANA SAVINGS AND)
INVESTMENT COMPANY.)
VS) # 14056
LUTHER M. SWEENEY, ET UX)

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, now takes the same under advisement.

W. E. JONES.)
VS) # 13546 Judgt. vs Deft. for $99.88 and Costs.
BEN CUMMINS.) J. D. 16, Page 172.

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 the plaintiff on the account sued upon the sum of $99.88, and that the plaintiff is entitled to a personal judgment against the defendant, Ben Cummins, for said sum, 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, Ben Cummins, the sum of $99.88, together with the costs for this action, taxed at _____dollars and_____ cents.

OSCAR H. ROGERS)
VS) # 14160 Judgt. vs Deft. for Costs.
ROGER COOK) J. D. 16, Page 172.

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 and being duly advised in its premises, now finds for the plaintiff and that the allegations of his complaint are true, and that the plaintiff is the owner of and is entitled to the immediate possession of the following described real estate, situated in Liberty Township, Hendricks County, to-wit:

West one half North West one quarter, Sec. 23, Township 15, Range 1 W, containing 80 acres more or less,

and that the defendant, Roger Cook, wrongfully withholds possession thereof.

The Court further finds that the defendant, Roger Cook, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, Oscar H. Roggers, is the owner of and is entitled to the immediate possession of the real estate heretofore described, and that the defendant, Roger Cook, wrongfully withholds possession thereof.

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

INDIANA LAND AND LOAN)
COMPANY, INC.)
VS) # 13489
FRANK ZIMMERMAN)

Come now the parties, in person and by counsel, and the plaintiff now dismisses the first paragraph of the complaint and also the third paragraph of the complaint, and also dismisses this action as to the defendants, Edna H. Gordon Risk and Albert G. Risk.

It is, therefore, considered, ordered and adjudged by the Court that the first and third paragraphs of the complaint are dismissed, and that action be and the the same is hereby dismissed as to the defendants, Edna H. Gordon Risk and Albert G. Risk.

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

E. J. Stevenson, Judge.

Saturday Morning, January 13th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WALTER THOMPSON, ET AL)
VS) # 13905
WILLIAM O. SHUFFLEBARGER, ET AL)

Come now the parties, by counsel, and the Court having heretofore submitted names from which to select a special judge, said parties now agree upon Charles Henderson, and now the Court appoints the said Charles Henderson special judge to try said cause.

STATE OF INDIANA)
VS) # 7432
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also 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.)

HOOSIER ELECTRIC)
REFRIGERATOR CORP.) Judgt. vs Deft. for $254.50 and Costs.
VS) # 14128 E N T R Y J. D. 16, Page 172.
LESLIE B. HANES.)

Comes now the plaintiff by its counsel, Edgar M. Blessing, and it appearingto the court by the summons herein and the return of the sheriff endorsed thereon, which summons and return are in the words and figures as follows, to-wit: (H.I.)

That the defendant was duly served with process for more than 10 days prior to the 9th day of December, 1933, which date was fixed as the return day by a praecipe on plaintiff's complaint herein, and the defendant being three times loudly called in open court comes not but herein wholly makes default.

And now this cause is submitted to the court for trial, finding and judgment. And the court having heard the evidence and being advised in the premises finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to recover of and from the defendant on the contract sued upon the sum of $254.50.

It is, therefore, ordered, adjudged and decreed that plaintiff have and recover of and from the defendant the sum of $254.50.

It is further ordered and adjudged that the plaintiff recover its costs in this action taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7449 Judgt. vs Deft. for $5.00 Fine and Costs.
JAMES LONG) J. D. 16, Page 172.

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 finds that the defendant, James Long, for the offense

by him committed, be fined in the sum of $5.00 and that he be imprisoned in the Indiana Reformatory for a period of not less than one 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, James Long, for the offense by him committed, be and he is fined in the sum of $5.00 and that he be and he is imprisoned in the Indiana Reformatory for a period of not less than one nor more than five years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed by suspended during defendants good behavior, and that the said defendant, James Long, 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, January 15th, 1934.

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

STATE OF INDIANA)
VS) # 7447 Judgt. vs Deft., Charles Landers, for Costs.
CHARLES LANDERS) J. D. 16, Page 173.
IVAN COY)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles Landers, 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 now the said defendant in open Court for his plea says that he is guilty, and that his true age is twenty-nine years.

And the Court being duly advised, now finds the defendant, Charles Landers, guilty of the crime of grand larceny, and that the said defendant, for the offense by him committed be 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, and stand committed until the same is staid or paid.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Charles Landers, 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 is staid or paid.

STATE OF INDIANA)
VS) # 7446 Judgt. vs Deft. for $25.00 and Costs.
FRED TURNER) J. D. 16, Page 173.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Fred Turner, in his own proper person and by counsel, and the Court being duly advised, now 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 Prison for a period of not less than two years, nor more than fourteen years, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Fred Turner, 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 Prison for a period of not less than two years, nor more than fourteen years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said Fred Turner be permitted to go at liberty on probation so long as he behaves well.

It is further ordered by the Court that the defendant, Fred Turner, is

given thirty days in which to pay the fine and costs.

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

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

And now cross-complainant files reply to plaintiff's second paragraph of answer to amended cross-complaint, which reply is in the words and figures following, to-wit: (H.I.).

Deposition of Florence Knopf, Lottie Cohen, Mary Wenneker, Hattie Knopf, Sadie Stoller, Emma Claycomb, Sadie Baer and Leslie Wells are 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.

And the Court having heard a part of the evidence, this cause is continued until 9:00 o'clock to-morrow morning.

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

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

A. J. Stevenson, Judge.

Tuesday Morning, January 16th, 1934.

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 Court orders all depositions on file published.

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

STATE OF INDIANA)
VS) # 7432
CLEO HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and the Court having seen and examined the defendant's motion for change of venue from the Judge and now being duly advised, now sustains the same, and the Court now submits the names of Judge Paul E. Laymon, Judge Howard A. Hancock and Judge Edgar A. Rice, as a list from which to strike. And now the defendant strikes the name of Judge Paul E. Laymon, the State strikes the name of Howard A. Hancock, and the name of Judge Edgar A. Rice remaining, the Court now appoints Judge Edgar A. Rice Special Judge to try said cause.

THE PLAINFIELD BUILDING AND LOAN)
ASSOCIATION, PLAINFIELD, INDIANA.)
VS) # 14150 Judgt. vs Defts. for $874.93 and Costs.
HOWARD R. CARTER AND LAURA V.) J. D. 16, Page 173.
CARTER, HUSBAND AND 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, Howard R. Carter and Laura V. Carter, his wife, and from which summons and the return of said Sheriff indorsed thereon, the Court finds that said defendants, and each one of them severally, were served with process, and notice of the filing and pendency of this action more than ten days before the 26th day of December, 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 come said defendants by counsel and file answer to the complaint as follows, to-wit:-(Here Insert).

And this cause, being at issue upon plaintiff's complaint and defendants' answer thereto 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 15th day of December, 1933, and by indorsement

thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for defendants, Howard R. Carter and Laura V. Carter, his wife, returnable December 26th, 1933, the same being the 44th judicial day of the November Term, 1933 of the Hendricks Circuit Court; that, pursuant to said indorsement the Clerk issued summons, as sirected, which summons was duly served by said Sheriff, as commanded, as heretofore found by the Court.

The Court further finds that on the 17th day of November, 1928, defendants Howard R. Carter and Laura V. Carter, his wife, were the owners in fee-simple of the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the North East quarter of the North-East quarter of Section 34, Township 15 North, Range 1 East, bounded as follows, to-wit:-Beginning in the center of Mill Street in the Town of Plainfield 205 feet South of the South line of Blocks 5 and 6, in said town; thence South 20,1/2 degrees East along the center of said Street 50 feet to the North side of the Alley North of Worth's Addition to said Town of Plainfield; thence South 70 degrees West with said alley 182,1/2 feet; thence North 50 feet; thence North 70 degrees East 161,1/2 feet to the place of beginning, estimated to contain 39,1/2 hundredths of an acre, more or less;

that on said date said defendants became indebted to the plaintiff herein, The Plainfield Building and Loan Association, Plainfield, Indiana, in the sum and amount of $1000.00, and, as evidence thereof, said defendants on the said 17th day of November, 1928, executed and delivered to the plaintiff herein their certain promissory note in the sum and amount of $1000.00, and thereby, for value received, promised and agreed to pay plaintiff, on or before ten years from the date thereof the sum of $1000.00, payable in installments of not less than $12.00 per month in advance, as dues upon ten shares of the Capital Stock of plaintiff association, $100.00 each, together with all fines that may be assessed under the by-laws of said Association, upon said Capital Stock, all of said payments to be made 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 lawful charges should be fully paid; that to secure the payment of said note, and the installment payments thereof as they severally became due, defendants, Howard R. Carter and Laura V. Carter, his wife, on the 17th day of November, 1928, 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 19th day of November, 1928, at 8:01 o'clock A. M., and recorded in Record 87, pages 384 and 385 of the records of said office.

The court further finds that installment payments were made upon said principal note and debt until May 17th, 1933; that all monthly installment payments since said 17th day of May, 1933, are now delinquent and unpaid; and by the terms of the mortgage securing said payments the plaintiff is entitled to declare, and has so declared, on, to-wit:- the 15th day of December, 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 of principal note and debt, with interest thereon, $799.93;
Fee for plaintiff's attorney, $75.00;

that said sums are secured by the mortgage sought herein to be foreclosed, and that the plaintiff is entitled to a judgment against defendants, Howard R. Carter and Laura V. Carter, his wife, and against each of them, severally, for a total of said amounts, in, to-wit:-the sum of $874.93, all without relief from caluation 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, Howard R. Carter and Laura V. Carter, his wife, and from each one thereof severally, the sum of $874.93, together with its costs and charges laid out and expended and taxed at $_____, all without relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the court that plaintiff's mortgage set out and described in the complaint upon the Real Estate described therein be and the same is now foreclosed against 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, and that said described real estate, 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 cost 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 at the rate of eight per cent per annum, from the 15th day of January, 1934, to date of the sale;

The overplus, if any, the Sheriff is ordered to pay into court for the use and benefit of the party to whom it rightfully belongs, 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, judgement and interest, the residue thereof, so remaining unpaid, shall be made out of the goods and chattels, lands and tenements of the defendants, Howard R. Carter and Laura V. Carter, his wife, or from 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.

It is further ordered by the court 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.

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

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Come now the parties, in person and by counsel, and the Court having heard a part of the evidence in this cause, said cause is continued until 9:00 o'clock A. M. to-morrow morning.

Charles V. Sears, Special Judge

Charles V. Sears, Special Judge.

CLARENCE EDMONSON)
VS) # 13379 Judgt. vs Deft. for Costs.
WILLIAM BURDINE) J. D. 16, Page 174.

Come now the parties, by counsel, and by agreement of said parties, the Court now finds for the plaintiff, Clarence Edmonson, and that the plaintiff is the owner of, and entitled to the possession of the following described real estate in Hendricks County, Indiana, to-wit:

A part of the Southwest quarter of Section 4, Township 14, North of Range 1 West.

The Court further finds that the defendant, William Burdine, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, Clarence Edmonson, is the owner of, and entitled to the possession of the above described real estate, and that the defendant, William Burdine, 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, January 17th, 1934.

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

HARNEY F. SEMONES, REC.)
VS) # 14163
CHARLES W. FRAZEE, ET AL.)

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

ARABELLE COMER)
VS) # 13990
RAYMOND A. FRANKE)

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.

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Come now again the parties, in person and by counsel, and the evidence is continued and concluded.

And now the Court takes this cause under advisement.

Charles V. Sears, Special Judge

Charles V. Sears, Special Judge.

JAMES P. GRIGGS, GUARDIAN)
OF ELLIS J. THORNBERRY, A)
PERSON OF UNSOUND MIND.) Judgt. vs Pltf. for Costs.
VS) # 13451 J. D. 16, Page 174.
JOSEPH E. OVERTON, ET AL.)

It appearing to the Court that this cause is set for trial, and the plaintiff failing to appear, the Court now dismisses this cause 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, James P. Griggs, guardian of Ellis J. Thornberry, a person of unsound mind, 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 18th, 1934.

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

STATE OF INDIANA)
VS) CAUSE NUMBER 7383
CHARLES O. ABBOTT) O R D E R

Comes now Minnie B. Lundy and files her verified petition asking that she be released from the recognizance bond in the above entitled cause, which petition is in words and figures as follows: (H.I.). Said petition is presented to the Court and the Court being duly advised finds that the petitioner, Minnie B. Jundy, is entitled to and should be released from said bond, in as much as the defendant is now in the custody of the State of Indiana.

It is therefore ordered, adjudged and decreed by the Court that the said Minnie B. Lundy be and she is hereby released from said recognizance bond in this said cause.

STATE OF INDIANA)
VS) # 7314
THOMAS JOYCE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the arrest of the defendant, Thomas Joyce.

FIRST NATIONAL BANK AND)
TRUST COMPANY OF PLAINFIELD,)
PLAINFIELD, INDIANA.)
VS) # 14107 Judgt. vs Defts. for $639.47 and Costs.
CARL GRIST, ET AL.) J. D. 16, Page 175.

Comes now A. J. Kahl, attorney for the defendants, herein, and withdraws his appearance for said defendants.

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 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 and being duly advised, finds for the plaintiff and that there is due the plaintiff on the note sued upon in principal and interest the sum of $639.47, and the further sum of $50.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a personal judgment against the defendants, Carl Grist, Pearl Young and Richard Young, 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, Carl Grist, Pearl Young and Richard Young, the sum of $639.47, together with the costs for this action, taxed at eleven 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 19th, 1934.

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

THE INDIANAPOLIS COMPANY)
VS) # 13411
JAMES A. BECK) E N T R Y
JOHN T. BECK)
JAMES C. MYERS)
THELMA POWELL MYERS)
JAMES L. JOHNSON)

Judgt. vs the defts., James C. Myers, Thelma Powell Myers and James L. Johnson for $324.16 and costs.
J. D. 16, Page 175.

Comes now The Indianapolis Company by William C. Kern, its Attorney, and dismisses its cause of action as against James A. Beck and John T. Beck, and comes also the defendants James C. Myers, Thelma Powell Myers and James L. Johnson, by Raymond Demaree, their Attorney, and by agreement of counsel, the Court now renders its finding and judgment that the plaintiff have and recover against the defendants and each of them James C. Myers, Thelma Powell Myers and James L. Johnson the sum of Three Hundred Twenty-four Dollars and Sixteen Cents ($324.16) principal and interest, without relief from valuation or appraisement laws, said judgment to bear interest at the rate of six (6%) per centum per annum from date until paid, together with the costs of this action, taxed at fifteen dollars and thirty-five cents.

STATE OF INDIANA)
VS) # 7441
GENE RATLIFF)
CHARLEY MEYERS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Gene Ratliff, 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 court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.
A. J. Stevenson, Judge.

Saturday Morning, January 20th, 1934.

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

CENTRAL STATES LIFE)
INSURANCE COMPANY)
VS) # 14103
CLARENCE V. EDMONDSON,)
ET AL.)

Comes now Claude Gladden, herein, who having heretofore been appointed receiver by the Court in this cause, now accepts said appointment as receiver, and qualifies as such.

And now said Claude Gladden presents to the Court and files herein his bond and such receiver, executed in the sum of five hundred dollars with The Metropolitan Casualty Insurance Company of New York as surety thereon, which bond is accepted and approved by the Court and 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, January 22nd, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

INDIANA LAND AND LOAN)
COMPANY, INC.)
VS) # 13489
FRANK ZIMMERMAN, ET AL.)

Come now the parties, by counsel, and the Court having seen and examined the defendants' demurrer to plaintiff's complaint, heretofore filed, and being duly advised, now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts.

TONY POPARAD)
VS) # 13682 Judgt. vs Pltf. for Costs.
RUSSELL BROWN, ET AL.) J. D. 16, Page 175.

It appearing to the Court that this cause was set for trial, and the plaintiff failing to appear, 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, Tony Poparad, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

WALTER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

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.).

ELBERT F. RAWLINGS)
VS) # 13954
SUSAN LILLIE RAWLINGS, 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.).

ELIZABETH ULAND)
VS) # 14185
CITY OF INDIANAPOLIS)

Comes now the defendant, City of Indianapolis, by counsel, and files motion to re-open issues, which motion is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7314
THOMAS JOYCE)

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 now the Court fixes the said defendant's bond at $1000.00.

S. ELLEN BRADY)
VS) # 13878
ARTHUR B. BRADY)

Comes now the plaintiff, by counsel, and files affidavit charging the defendant with contempt of Court, which affidavit is in the words and figures following, to-wit:

RULE TO SHOW CAUSE

STATE OF INDIANA, COUNTY OF HENDRICKS
IN THE HENDRICKS CIRCUIT COURT

S. ELLEN BRADY
VS
ARTHUR B. BRADY

Arny M. Watkins, a Practicing Attorney of Hendricks County, 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

Arny M. Watkins, a Practicing Attorney of Hendricks County, 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 the said Court, and that said Court had full and conplete 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 from said defendant, also the custody of their two children Lawrence Brady and Christina Brady was was granted to the Mother S. Ellen Brady, The Court further ordered that this defendant pay to this plaintiff for the care and support of the two children heretofore named, the sum of $25.00 per Month, said payment to be made on or before the first day of each Month until further order of the Court, said payment to be made payable through the Clerks office of Hendricks County.

The Affiant further says, and informs the Honorable Court, that this Defendant Arthur B. Brady has not complied with the order made against him in the above entitled cause of action, in the following manner, to wit: that said defendant has not made a payment of $25.00 per Month and that said plaintiff has not received any sum of money due her by the order herein made.

ARNY M. WATKINS

Subscribed and sworn to before me this 22 day of January 1934.

FRANK TUCKER
CLERK

It is therefore ordered by this Court that the said Arthur B. Brady be and appear in this Court on the 26 day of January 1934, 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

Notice to show cause is now issued to the defendant, Arthur B. Brady, making the same returnable January 26th, 1934.

STATE OF INDIANA, ON THE RE-)
LATION OF LUTHER F. SYMONS,)
BANK COMMISSIONER OF THE STATE)
OF INDIANA.)
VS) # 13802
PITTSBORO STATE BANK, PITTSBORO.)

Comes now the receiver, heretofore appointed, by counsel, and files appraisement of real estate, which appraisement is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said appraisement

and being sufficiently advised in its premises, now approves the same.

INEZ LOWDER)
VS) # 13977 Judgt. vs Deft. for Costs.
PITTSBORO WATER CO.) J. D. 16, Page 175.

Comes now the defendant, the Pittsboro Water Company, by counsel, and files petition to have the receiver discharged, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises, now grants the same.

And now comes the said receiver, by counsel, and presents and files his final report and asks for certain allowances as fees. And the Court being duly advised, now allows the receiver as a fee for his services, the sum of $150.00, together with an additional sum of $50.00 as the premium on the receivership bond, together with the further sum of $21.50 as a fee for the appraisers. The Court further allows as a fee for the services of the receiver's attorney, the sum of $250.00.

The said receiver is now discharged from further responsibilities and duties in this cause, and the defendant, Pittsboro Water Company is given sixty days in which to pay the costs of this receivership, 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 23rd, 1934.

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

CLAYPOOL LACY MUSIC CO.)
VS) # 13184 Judgt. vs Pltf. for Costs.
WILLIAM A. MOORE) J. D. 16, Page 176.
HORACE HARVEY)

It appearing to the Court that this cause has been set 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, Claypool Lacy Music Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

PAUL OLSEN)
VS) # 13354 Judgt. vs Pltf. for Costs.
Dismissal Set Aside.
JAMES C. NELSON) J. D. 16, Page 176.

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 hereby dismissed, and the plaintiff, Paul Olsen, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

H. J. ARENS CO. INC.)
VS) # 13668 Judgt. v s Pltf. for Costs.
VICTOR L. SANDBERG.) J. D. 16, Page 176.

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, Victor L. Sandberg, 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, January 24th, 1934.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14068
PEARLUS E. SMILEY, ET AL.)

Comes now the receiver, Harney F. Semones, herein, and files answer, which answer is in the words and figures following, to-wit: (H.I.).

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14085
WILBUR HADLEY, ET AL.)

Comes now the receiver, Harney F. Semones, herein, 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, January 25th, 1934.

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

STATE FARM MUTUAL AUTO)
INSURANCE COMPANY AND)
CLARENCE PHILLIPS)
VS) # 13086 Judgt. vs Pltfs. for Costs.
LUTHER HADLEY) J. D. 16, Page 176.

It appearing to the Court that this cause has been set for trial and the hour of trial having arrived, the plaintiff failing to appear, this cause is now dismissed for want of prosecution 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 for want of prosecution, and the plaintiffs, State Farm Mutual Auto Insurance Company and Clarence Phillips, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER &)
LIGHT COMPANY, A)
CORPORATION, ET AL.)

Comes now the defendant, Indianapolis Power & Light Company, A Corporation, by counsel, and files motion to require the plaintiff to file amended complaint, which motion is in the words and figures following, to-wit: (H.I.).

HERBERT HUGHES)
VS) # 13735
WHITE TAXI CAB &)
DELIVERY CO., A CORP.)

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.

JOHN F. MITHOEFER)
VS) # 13999
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.).

~~HARRY HUGHES~~

~~VS~~) ~~# 14008~~

~~IVA WILLIAMS~~

~~Come now the parties, Carl E. Logan, Anson L. Jones and William A. Smith, heretofore appointed commissioners to make partition herein, also come and in open court make and acknowledge their report, which is as follows: The undersigned appointed by decree of said court in the cause above entitled as commissioners to make partition among the owners thereof, the real estate described in a warrant respectfully report after taking an oath for the faithful performance of their duties, which oath was administered to them in open court, they proceed to view the said premises so ordered partitioned. And after due inspection and consideration, they make partition thereof in accordance with said order and have set off and assigned in severalty to the owners in full of their respective interest therein as specified in said warrant the following described parts and parcels in said real estate to-wit: They have set off and assigned to plaintiff Harry Hughes, as his full 1/3 in value of all said real estate the following proportion to-wit: The south part of SE¼ of NE¼ Sec. 19, Tp 16 N, R 1 E to-wit: Beginning at the E half mile stone of said Sec 19, thence N on the E line of said Sec 19, 363 ft, thence W with Sec bearing 1355.7 ft to W. line of E½ of NE¼, thence S. 363 ft, thence E 1358.5 ft to the place of beginning containing 11 acres more or less; They have set off to the defendant Iva Williams, The N. pt of the SE¼ of NE¼ and the NE¼ of NE¼ of Sec. 19, Tp 16 N. R 1 E to-wit: Beginning at a point on the E. line of said Sec. 19, 363 ft N of the E half mile stone, thence N 2317 ft to a stone at NE cor said sec 19, thence West 1338.5 ft to a stone at the NW cor. of E½ of NE¼ said sec 19, thence South 2317 ft, thence E 1355.7 ft to the place of beginning, containing 72 acres more or less. The said commissioners further show to the court that they have necessarily been engaged _____days in the discharge of the duties of their trust and in making such partition, have incured the following expenses: And they ask an allowance for the services and that said expenses are as follows:~~

~~Carl E. Logan, Surveyor fees and Milage $9.20~~

~~Anson L. Jones 5.00~~

~~William A. Smith 5.00~~

~~TOTAL $19.20~~

~~may be taxed as part of the cost of said partition.~~

~~Respectfully submitted,~~

~~Carl E. Logan~~

~~Anson L. Jones~~

~~William A. Smith~~

~~Commissioners.~~

~~which report is by the court approved. It is, therefore, considered and adjudged that said report of said commissioners be and the same is hereby confirmed, and the partition therein reported is hereby confirmed and made effectual, and it is hereby ordered and adjudged, that the parties to whom said real estate is set off hereinafter hold and occupy the parts set off to each of them repsectively in severalty. It is further ordered and adjudged that Carl E. Logan, surveyor be allowed the sum of $9.20, and Anson L. Jones and William A. Smith be allowed the sum of $5.00 each for their services. It is further ordered and adjudged that the costs, be paid by plaintiff and defendant in the same proportion as the value of the real estate sett off to them.~~

BLANCHE E. BOHNER, BY HER)
NEXT FRIEND HENRY BOHNER)
VS) # 14090
ALFRED JACKSON, ETC.)
THE JACKSON SONS COMPANY)
MILTON STROUD.)

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.). And the Court having seen and examined said motion and being duly advised, now sustains the same.

Come now the defendants, by counsel, and by agreement of parties, this cause is sent to Boone County, Indiana, on change of venue, and three days are given in which to pay the costs and perfect change.

STATE OF INDIANA)
VS) # 7452
LEE KIBBY)

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 now the said defendant, Lee Kibby, is released on his own recognizance pending trial.

STATE OF INDIANA)
VS) # 7441 Judgt. vs Deft., Gene Ratliff, for Costs.
GENE RATLIFF) J. D. 16, Page 177.
CHARLEY MEYERS)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named, Gene Ratliff, in his own proper person, and the Court being duly advised, finds the said defendant guilty of the crime of petit larceny.

Whereupon the Court finds that the defendant, Gene Ratliff, for the offense by him committed, be imprisoned in the State Penal Farm for a period of four months, 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, Gene Ratliff, for the offense by him committed, be and he is imprisoned in the State Penal Farm for a period of four months, and that he pay the costs of this action, taxed at _____dollars and _____cents, and stand committed until the same is staid or paid.

HARRY HUGHES) Judgt. vs Pltf. for 1/3 costs. Judgt. vs Deft., Iva Williams
VS) # 14008 for 2/3 costs. J. D. 16, Page 177.
IVA WILLIAMS) FINAL JUDGMENT-CONFIRMING REPORT
MURAT W. HUGHES) OF COMMISSIONERS.

Come now the parties, Carl E. Logan, Anson L. Jones and William A. Smith, heretofore appointed commissioners to make partition herein, also come and in open court make and acknowledge their report, which is as follows:

The undersigned appointed by decree of said court in the cause above entitled as commissioners to make partition among the owners thereof, the real estate described in a warrant respectfully report after taking an oath for the faithful performance of their duties, which oath was administered to them in open court, they proceed to view the said premises so ordered partitioned. And after due inspection and consideration, they make partition thereof in accordance with said order and have set off and assigned in severalty to the owners in full of their respective interest therein as specified in said warrant the following described parts and parcels in said real estate to-wit: They have set off and assigned to plaintiff Harry Hughes, as his full 1/3 in value of all said real estate the following proportion to-wit: The south part of SE¼ of NE¼ Sec. 19, Tp 16 N, R 1 E to-wit: Beginning at the E half mile stone of said Sec 19, thence N on the E line of said Sec 19, 363 ft, thence W with Sec bearing 1355.7 ft to W. line of E½ of NE¼, thence S. 363 ft, thence E 1358.5 ft to the place of beginning containing 11 acres more or less;

They have set off to the defendant Iva Williams, The N. pt of the SE¼ of NE¼ and the NE¼ of NE¼ of Sec. 19, Tp 16 N. R 1 E to-wit: Beginning at a point on the E. line of said Sec. 19, 363 ft N of the E half mile stone, thence N 2317 ft to a stone at NE cor said sec 19, thence West 1338.5 ft to a stone at the NW cor. of E½ of NE¼ said sec 19, thence South 2317 ft, thence E 1355.7 ft to the place of beginning, containing 72 acres more or less.

The said commissioners further show to the court that they have necessarily been engaged _____days in the discharge of the duties of their trust and in making such partition, have incured the following expenses:

And they ask an allowance for the services and that said expenses are as follows:

Carl E. Logan, Surveyor fees and Milage	$9.20
Anson L. Jones	5.00
William A. Smith	5.00
TOTAL	$19.20

may be taxed as part of the cost of said partition.

Respectfully submitted,

Carl E. Logan

Anson L. Jones

William A. Smith

Commissioners.

which report is by the court approved.

It is, therefore, considered and adjudged that said report of said commissioners be and the same is hereby confirmed, and the partition therein reported is hereby confirmed and made effectual, and it is hereby ordered and adjudged, that the parties to whom said real estate is set off hereinafter hold and occupy the parts set off to each of them repsectively in severalty.

It is further ordered and adjudged that Carl E. Logan, surveyor be allowed the sum of $9.20, and Anson L. Jones and William A. Smith be allowed the sum of $5.00 each for their services.

It is further ordered and adjudged that the costs, be paid by plaintiff and defendant in the same proportion as the value of the real estate sett off to them.

Thursday, January 25th, 1934, and the 22nd day of the January Term, 1934.

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

A. J. Stevenson, Judge.

Friday, January 26th, 1934, and the 23rd day of the January Term, 1934.

Friday Morning, January 26th, 1934.

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, January 27th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

OTTO G. WEBB)
VS) # 13697 Judgt. vs Pltf. for Costs.
JOHN DORSETT) J. D. 16, Page 177.

Comes now the plaintiff, by counsel, and upon his motion this cause is now dismissed, and the plaintiff, Otto G. Webb, is ordered to pay the costs.

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

OIL WELL SUPPLY CO.)
VS) # 13729 Judgt. vs Pltf. for Costs.
CHARLES E. KARNS,) J. D. 16, Page 177.
JOE SHAFER)

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

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

WALTER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, 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, and the parties failing to agree upon the Judge to try said cause, the Court now submits the names of Honorable C. C. Gillen, Judge Paul E. Laymon and Judge Edgar Rice to try said cause. And now the defendant stricks the name of Judge Paul E. Laymon, and the plaintiff stricks the name of Judge Edgar Rice, and the name of C. C. Gillen remaining, the Court now appoints Honorable Courtland C. Gillen, a practicing lawyer, as Special Judge, to try this cause of action.

MYRTLE F. STANLEY)
VS) # 13994
INDIANA TRAVELERS)
ASSURANCE COMPANY,)
ET AL.)

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

STATE OF INDIANA)
VS) # 7314
THOMAS JOYCE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes now again the defendant, Thomas Joyce, in his own proper person, and asks the Court to appoint an attorney to defend him as a poor person. And the Court being duly advised, now appoints A. J. Kahl to defend said defendant.

And now comes the said A. J. Kahl and accepts said appointment, and this cause is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard a part of the evidence in this cause, the same is now continued until 9:00 o'clock A. M. Monday, January 29th, 1934.

STATE OF INDIANA)
VS) # 7438 Judgt. vs each Deft. for $5.00 fine and costs.
CHARLEY RUNION) J. D. 16, Page 178.
OTIS HUGHES)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper persons, who being duly arraigned in open Court, for their plea each for himself says that he is guilty.

Whereupon the Court finds that each defendant for the offense by him committed be fined in the sum of $5.00, and that they each pay the costs of this action, thirty days being given in which to pay said fine and costs.

It is, therefore, considered, ordered and adjudged by the Court that the defendants, Charley Runion and Otis Hughes, for the offense by them committed be and each is fined in the sum of $5.00, and that they each pay the costs of this action, taxed at _____dollars and _____cents, and that each are given thirty days in which to pay said fine and costs.

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 29th, 1934.

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

ADELINE COLWELL BY HER)
NEXT FRIEND MILDRED COLWELL)
VS) # 13955
UNITED TRANSPORTATION CO.,)
ET AL.)

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

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

STATE OF INDIANA)
VS) # 7314 Judgt. vs Deft. for Costs.
THOMAS JOYCE) J. D. 16, Page 178.

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 taking of evidence is continued and concluded.

Whereupon the Court having heard all the evidence in this cause and being duly advised, now finds the defendant guilty and that his true age is twenty-four years. The Court now asks the defendant in open court if he have aught to say as to why sentence should not be pronounced, and there appearing to be no reason, the Court finds that the defendant for the offense by him committed be imprisoned in the Indiana Reformatory for a period of not less than one year, nor more than seven years, and that he pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Thomas Joyce, 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 seven years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7429 Judgt. vs Deft. for $25.00 Fine and Costs.
E. L. MIDDLETON) J. D. 16, Page 178.

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 withdraws his plea of not guilty and enters his plea of guilty.

Whereupon the Court finds that the defendant should be fined in the sum of $25.00 and that he pay the costs of this action.

The Court further finds that the defendant should ship machines out of the State.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, E. L. Middleton, 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.

It is further ordered and adjudged by the Court that the said defendant ship machines out of the State.

MINNIE L. DAVIS, GUARDIAN)
OF DAVID WESLEY DAVIS,)
Plaintiff)
VS.) INTERLOCUTORY DECREE
MINNIE L. DAVIS)
Defendant)

Comes now the plaintiff, Minnie L. Davis, Guardian of David Wesley Davis and files petition for partition of certain real estate in said petition described, and which petition is in the following words and figures, to-wit: (Here Insert) and comes now the defendant, Minnie L. Davis in her own proper person and files her waiver of issue and service of any notice and answers to said petition for partition and asks that said lands be partitioned as in said petition set forth and which waiver of issue and service of any notice and answer is in the following words and figures, to-wit: (Here Insert) and this cause being at issue is now submitted to the court for trial and determination, without the intervention of a jury.

And the court having heard the evidence and being sufficiently advised in the premises, finds that the allegations in said petition are true and that as alleged in said complaint, said plaintiff and defendant are the owners in fee simple and in the possession of the following described real estate in the County of Hendricks, State of Indiana, to-wit:

The South half of the Southwest quarter of section 8, Township 14, north range 1 East, containing 80 acres, more or less, Also

The West half of the south east quarter of section 8, township 15, north range 1 East, containing 80 acres, more or less, Also,

The fractional North half of the south east fractional quarter of section 7, township 14 north range 1 East, containing 83.32 acres more or less, Also

The north half of the southwest quarter, Section 8, township 14, north Range 1 East, containing 80 acres, more or less,

And containing in all of the tracts above described 323.32 acres, more or less,

That said parties so own the real estate in the following proportion:

That David Wesley Davis, ward of plaintiff is the owner in fee simple of an undivided one third of said real estate, and there is also due him for advancements made by him to the carrying on of the farming and orchard partnership business of nine hundred and sixty-nine and 74/100 (969.74) Dollars. That the total net value of said David Wesley Davis in said lands is $6,238.20, that this net value was reached by placing a value on all of said lands at $20,000.00 and counting personal property owned and due the partnership business conducted by this plaintiff, at $5,000.00; that a complete Guardian's Report of all of which was duly made to the Hendricks Circuit Court in the January Term 1934, and said report was duly approved by the Court. That in making partition of the above real estate, plaintiff asks that a sufficient number of acres in value of said real estate be set off to her said ward to make a complete settlement of all sums due him from all the business of the partnership, and that the part so set off to him be free and discharged of any and all liens on said lands except current taxes, and that the value in lands to be set off to her said ward is $6,238.20, all as fully shown in said Guardians's Report.

The court further finds that the defendant, Minnie L. Davis is now the owner of the balance of said real estate and is desireous of making a complete

settlement with her said ward and of assuming all claims and debts of the partnership business, described in said Guardian's Report, and of assuming all liens, against said real estate, it being her intention to immediately apply for a Federal loan against the portion so set off to her, and settle all claims and debts of the partnership and liens against said lands, so that the part so set off to her said ward may be free and discharged of all of said debts, claims, dues or demands.

The court further finds that said partition should be made in the manner and upon the values as above set forth and that after the setting off of the portion of said real estate to said Minnie L. Davis, Guardian of David Wesley Davis, as above found, that the real estate remaining should be set off to Minnie L. Davis and that said real estate so set off to said Minnie L. Davis, defendant shall be subject to the payment of all liens against said real estate and all claims and debts of the partnership, said debts and claims are now found by the court to be $10,622.91, and are made up of the items shown in said Guardian's Report, at page 7 thereof under Liabilities.

It is therefore considered and decreed by the court that the parties hereto are the owners of, and have interests as above found and set forth, in and to said described real estate, and partition thereof in accordance with the foregoing findings is now awarded and adjudged between them in severalty. And it is by the court further decreed that upon such partition being made that all of said liabilities mentioned and described in said Guardian's Report and owing by said parties shall attach solely to such portion of said real estate as may be assigned and set off to said defendant Minnie D. Davis.

And the Court now appoints Carl Logan Morris Peacock and C. E. Kelley disinterested resident freeholders of Hendricks County, Indiana, and not of kinn to any of the parties herein commissioners to make such partition; and after taking an oath as by law required to faithfully perform their duties, said commissioners are ordered to assign and set off by lots, metes and bounds to the said several owners of said real estate their respective interests therein as heretofore found and adjudged, and to make due report of their proceedings during the present term of this court.

And thereupon a warrant is issued to said commissioners under the hand of the clerk and seal of this court.

THE INDIANA SAVINGS AND)
INVESTMENT COMPANY)
VS) # 14042
WILLIAM WALTER HYDE, ET AL)

Comes now the State of Indiana, by counsel, and files answer in two paragraphs, 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, January 30th, 1934.

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

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

Comes now the plaintiff, by counsel, and files motion for leave to withdraw written dismissal of said cause filed July 22nd, 1930, and his motion for judgment of dismissal filed August 29th, 1930, which motion is in the words and figures following, to-wit: (H.I.). And the Court being duly advised, now sustains said motion.

Charles V. Sears, Special Judge.

LUX LAUNDRY, INC.)
VS) # 13693
BENJAMIN W. BARKER.)

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 same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

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. Wednesday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, January 31st, 1934.

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

JAMES HAZELETT)
VS)# 14064
ETTA CURTIS)

Comes now Edgar M. Blessing, herein, and withdraws his appearance for the defendant.

And now comes the plaintiff, in person and by counsel, and comes also the defendant, in her own proper person and personally conducts her defense. And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard all of the evidence in this cause, now takes the same under advisement.

FARMERS STATE BANK)
OF WINGATE, INDIANA.)
VS) # 14188
WILLIAM S. HAYS, ET AL.)

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

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. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, February 1st, 1934.

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

THE STATE OF INDIANA, EX REL)
WILMA SEARS.)
VS) # 14125
ALLEN COBLE.)

Come now again the parties, by counsel, and by agreement of said parties, the Court now sustains the motion for change of venue, heretofore filed, and 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 the change.

STATE OF INDIANA)
VS) #7402 Judgt. vs Deft. for $5.00 per week.
ELBERT KERNODLE) J. D. 16, Page 178.

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 and with the defendant's consent, the Court finds that the defendant, Elbert Kernodle, should pay to the Clerk of this Court the sum of $5.00 a week for the support of his children, the said first payment to be on or before February 10th, 1934, and the sum of $5.00 each week thereafter until further order.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Elbert Kernodle, pay to the Clerk of this Court the sum of $5.00 a week for the support of his children, the said first payment to be on or before February 10th, 1934, and the sum of $5.00 each week thereafter until further order of the Court.

And now the defendant, Elbert Kernodle, tenders his bond with surety to the approval of the Court, guaranteeing the performance of this order for a period of two years.

And now the defendant, Elbert Kernodle, is released from custody and until further order, pending the payment of this obligation.

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 2nd, 1934.

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

ERNEST HITE)
VS) # 13266 Judgt. vs Pltf. for Costs.
ROBERT C. COOPER) J. D. 16, Page 179.

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, Ernest Hite, 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, February 3rd, 1934.

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

ETHYL L. OSBORN)
VS)#14063 E N T R Y Judgt. vs Deft. for $5.00 per week and Costs.
ROLAND C. OSBORN) J. D. 16, Page 179.

Come now again the parties by their respective counsel in the above entitled cause, and the court having had this cause of action under advisement since the submission of the evidence herein finds for the plaintiff and that the allegations of plaintiff's complaint are true for cause for a divorce from the defendant. The court finds against the defendant on his cross-complaint for a cause of divorce against the plaintiff and the court finds that the plaintiff is entitled to an absolute divorce from the defendant.

The court finds that there has been born to this union two children, Wayne L. Osborn 11 years of age and Jane Osborn 8 years of age. The court further finds that it is to the best interests of said children that the custody of Jane Osborn, age 8 years, be awarded to the plaintiff in this cause and that the custody of Wayne L. Osborn be granted to the defendant in this cause. The custody of the said Wayne L. Osborn to be given to the defendant on condition that the said Wayne L. Osborn remain where he is until the end of the school year and then to be taken by the defendant, provided the said defendant can satisfy the court that he has provided for the said Wayne L. Osborn a suitable home.

The court further finds that the said defendant should pay to the plaintiff herein the sum of $5.00 per week to the Clerk's office at Danville, Indiana, for the support of said children until the further order of this court.

It is, therefore, ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are, hereby dissolved and that plaintiff is awarded a full, complete and absolute divorce from the defendant herein.

It is further ordered, adjudged and decreed that the plaintiff have the care and custody of Jane Osborn until the further order of this court.

It is further ordered, adjudged and decreed that the defendant have the care and custody of Wayne L. Osborn provided, however, that the said Wayne L. Osborn shall remain with his mother until the end of the present school year, and shall then be taken by his father, provided said father, and the defendant herein, can furnish satisfactory proof of the court that he has provided a suitable home for said Wayne L. Osborn.

It is further ordered, adjudged and decreed by the court that the defendant pay to the Clerk of the Hendricks Circuit Court $5.00 per week for the support of said children, the same to be drawn by the plaintiff herein and that the first payment shall be made on the 5th day of February, 1934, and each week thereafter until the further order of the court.

It is further ordered, adjudged and decreed by the court that the plaintiff have and recover her costs in this action taxed at _____dollars and _____ cents.

All of which is fully ordered, adjudged and decreed.

EDWARD A. IMUS)
VS) # 14109
PEOPLES MOTOR COACH CO.))

Comes now the plaintiff, by counsel, and upon his 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 hereby dismissed.

STATE OF INDIANA)
VS) # 7012
ALVA SCOTTEN)

Comes now the State of Indiana, by John A. Kendall, and upon his motion, this cause is dismissed.

It is, therefore, considered, ordered and adjudged by the Court that the charged again Alva Scotten be and the same are hereby dismissed.

STATE OF INDIANA)
VS) # # 7380
W. H. DAVIS ALIAS)
W. H. WALKER)

Comes now the State of Indiana, by John A. Kendall, and upon his motion, this cause is dismissed.

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

ROBERTA T. BROWN, Administratrix)
of the estate of Hubert Brown,)
deceased Plaintiff.)
VS) # 14126 Judgt. vs Deft. for $771.30
VERL CREWS) ENTRY FOR CLERK and Costs.
Defendant.) J. D. 16, Page 179.

Comes now the plaintiff, Roberta T. Brown, administratrix of the estate of Hubert Brown, deceased, by Horace L. Hanna, her attorney, and it appearing to the satisfaction of the court by the return of the sheriff of Hendricks County, Indiana, endorsed on the back of the summons herein issued on the Plaintiff's Company to the defendant, Verl Crews, that said defendant Verl Crews has been served with summons more than 10 days before the 2nd day of December, 1933, which day was fixed by plaintiff's attorney by written order and endorsement on the back of plaintiff's complaint herein, and which endorsement was duly signed by plaintiff's attorney, and the summons and the return of the Sheriff thereon are in the following words and figures, to-wit: (Here Insert), and comes now the defendant, Verl Crews by Hume and Gaston, his attorneys, and said 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, and that all the allegations in plaintiff's complaint are true, and that the prayer thereof should be granted.

The court finds that on January 27, 1931, the defendant Verl Crews made and executed and delivered to Hubert Brown, plaintiff's decedent a cer-

tain promissory note whereby said defendant, Verl Crews promised and agreed to pay to said Hubert Brown, the sum of $352.31 ninety days after date and attorney's fees with interest at eight per cent per annum from date until paid, value received without any relief whatever from valuation or appraisement laws, and that there is due the plaintiff, Roberta T. Brown, administratrix of the estate of Hubert Brown, deceased as principal and interest on said note, the sum of $438.73, and that a reasonable fee for plaintiff's attorney is $50.00, and that there is due and owing plaintiff from said defendant in principal, interest and attorney's fees on said note, the sum of $488.73.

That plaintiff is entitled to judgment against said Verl Crews, defendant therefore on Paragraph One of her complaint herein.

The court further finds that the defendant Verl Crews on the 11th day of March, 1932, executed and delivered to the Consumers Coal Company a certain check in the sum of $42.00, that said Hubert Brown, plaintiff's decedent herein was then the sole owner and manager of said Consumers Coal Company and continued in said ownership and management until his death, by which check said defendant ordered and directed the First National Bank and Trust Company, Plainfield, Indiana, to pay to said Consumers Coal Company said $42.00. The court further finds that said check was duly presented to said bank for payment but that payment thereof was refused by said bank because of insufficient funds of said defendant. That thereafter, said Hubert Brown notified said defendant of the refusal of said bank to pay said check and demanded payment from said defendant, and payment was refused. That no part of said check has been paid and there is now due the plaintiff Roberta T. Brown, administratrix of the estate of Hubert Brown, deceased, the sum of $42.00 and that plaintiff is entitled to judgment against said Verl Crews, defendant, therefore, and that the prayer of plaintiff on Paragraph Two of Plainfiff's Company herein should be granted.

The court further finds that the defendant, Verl Crews is indebted to plaintiff in the sum of $240.57 for coal, goods and merchandise and other items, sold, furnished and delivered by said Hubert Brown, plaintiff's decedent to said Verl Crews, defendant at his special instance and request, all as shown on bill of particulars attached to said complaint herein.

The court further finds that Hubert Brown was at the time said accounts were made, the sole and only owner and manager of the consumers Coal Company, and also the sole and only owner and manager of the Plainfield Milling Company, both of the town of Plainfield, Indiana, and that due demand was made by said Verl Crews, defendant, for the payment of said account before the filling of this suit, but that payment thereof was refused by said defendant, and that the plaintiff herein is entitled to judgment against said Verl Crews, defendant for said sum of $240.57 as prayed for in Paragraph 3 of Plainfiff's Company herein.

The court further finds that judgment should be rendered against said Verl Crews, defendant herein on Paragraph One, Paragraph Two and Paragraph Three of Plaintiff's Company herein, in the total sum of Seven Hundred Seventy-One and 30/100 ($771.30) Dollars.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff, Roberta T. Brown, administratrix of the estate of Hubert Brown deceased recover of said defendant Verl Crews, the sum of Seven Hundred Seventy-One and 30/100 ($771.30) Dollars, together with her costs and charges paid, laid out and expended in this cause.

LUTHER F. SYMONS,)
STATE BANK COMMISSIONER)
VS) # 13635 ENTRY
CLEO HUNT ET AL)

Comes now Harney F. Semones receiver of Hunter Bank Brownsburg, Indiana, and files the following petition by him duly verified (insert) showing therein that among the assets of said Hunter Bank are unsecured notes executed by Alva T. Edmonson in the principal sum of Three Thousand Five Hundred ($3500.00) Dollars, and that said Alva T. Edmonson is in the possession of some real estate, but said real estate is encumbered to such an extent, that there is no equity in same and that he does not possess personal property that can be reached by judgment and execution.

That said Alva T. Edmonson has purposed to said receiver to pay him the sum of One Hundred ($100.00) Dollars in cash, for the delivery of said notes stamped paid.

And the court having examined said petition and being sufficiently advised in the relation thereto, now finds that the averments therein are true and that in the interest of said receiver, the prayer thereof ought to be granted.

It is therefore ordered by the court that said receiver receive from the said Alva T. Edmonson the said One Hundred ($100.00) Dollars, in full compromise and satisfaction of any and all debts, dues, claims or demands of the Hunter Bank, Brownsburg, Indiana, (and of which bank the undersigned is duly appointed, qualified and acting receiver) have or has either jointly or severally against said Alva T. Edmonson or Florence H. Edmonson his wife.

Said receiver is directed to execute to the Alva T. Edmonson his receipt for the said One Hundred ($100.00) Dollars, upon the final settlement of same.

STATE OF INDIANA)
VS) # 7445
ELY GOLD)

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.).

STATE OF INDIANA)
VS) # 7447
CHARLES LANDERS)
IVAN COY)

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.).

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

C. J. Thomson, Judge.

Monday Morning, February 5th, 1934.

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

IDA LANGSENKAMP, ET AL.)
VS) # 14031
THE LANGSENKAMP WHEELER)
BRASS WORKS, A CORP.,)
ET AL.)

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

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

COMMERCIAL ACCEPTANCE)
COMPANY.)
VS) # 14070 E N T R Y
RUSSELL PRITCHETT)

Judgt. vs Deft. for $698.36 and Costs.
J. D. 16, Page 179.

Comes now again the plaintiff in the above entitled cause and comes now also Otis E. Gulley and with-draws his appearance for the defendant; and it appearing to the court by the summons and the return of the Sheriff endorsed thereon, which summons and the return are in the words and figures as follows, to-wit: (H.I.)

That the defendant had been served with process for more than 10 days before the 2nd day of October, 1933, being the return day as fixed by endorsement on plaintiff's complaint. And now the defendant is three times loudly called in open court but comes not and herein wholly makes default.

And now this cause is submitted to the court for trial, finding and judgment without the intervention of a jury.

And the court being duly advised in the premises finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to recover upon the note sued upon. The court further finds that there is due on said note, including principal and interest the sum of $698.36 for which the plaintiff is entitled to recover from the defendant all without relief from valuation or appraisement laws.

It is, therefore, finally ordered, adjudged and decreed that the plaintiff have and recover of and from the defendant, Russell Pritchett, the sum of $698.36 without relief from valuation or appraisement laws, and that plaintiff is also entitled to recover its costs of this action taxed at _____dollars and_____cents.

CONSOLIDATED FINANCE)
CORPORATION.)
VS) # 14051 E N T R Y
PAUL TOMLINSON, ET)

Judgt. vs Deft. for $165.35 and Costs.
J. D. 16, Page 180.

Comes now again the plaintiff by its counsel and it appearing to the court by the summons herein and the return of the sheriff endorsed thereon, which summons and return are in the words and figures as follows, to-wit: (H.I.)

That the defendant was served for more than ten days before the ___day

of _____, 1933, being the return date fixed by endorsement on plaintiff's complaint. And the defendant being now three times loudly called in open court comes not but herein wholly makes default.

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 advised in the premises finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to recover of and from the defendant the sum of $125.00 as principal, $13.35 as interest and the further sum of $25.00 attorney fees, all without relief from valuation or appraisement laws.

It is, therefore, ordered, adjudged and decreed by the court that the plaintiff have and recover from the defendant the sum of $165.35, all without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed that the plaintiff recover its costs against the defendant taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.

Tuesday Morning, February 6th, 1934.

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 motion and reasons for a new trial, which motion and reasons are in the words and figures following, to-wit: (H.I.).

OSCAR SCAMAHORN)
VS) # 14127 INTERLOCUTORY DECREE
GERTHA BURKETT ET AL)

Comes now the parties and the issues in this behalf having been joined the same for trial and determination are now submitted to the court. And the court having heard the evidence and being sufficiently advised in the premises finds, that as alleged in the complaint, said plaintiff and defendants Oscar Scamahorn, Gertha Burkett, Pinkie C. Hubble, Grace M. Hubble, Fred Hubble, Herman Hubble Mae Walker, Elsie M. Bryant, William G. Irwin, Linnie L. Sweeney, Robert Hubble, Bertha Hubble, Dorothy Hubble and Catherine Hubble are the owners as tenants in common of the following described real estate, to-wit:

The South East quarter of the North East quarter of Section 18, Township 17 North, Range 2 West, containing 40 acres.
Also, a part of the West half of the North West quarter of Section 20, Township 17 North, Range 2 West, bounded and described as follows, to-wit: Beginning at the North West corner of said half quarter section, and running thence East on and along the North line of said half quarter 23 rods; thence South 25 rods and 7½ feet; thence East 19 rods and 1½ feet; thence South 54 rods and 9 feet; thence East 26 rods to the center on the East of said half quarter section; thence South 80 rods and the Southeast corner of said half quarter section; thence West 80 rods to the South West corner of said half quarter; thence North on and along the West line thereof 160 rods and to the place of beginning, containing 63 acres more or less.
And containing in the two tracts herein above described 103 acres more or less.

That said parties ao own said real estate in the following proportions:

1. Said plaintiff Oscar Scamahorn is the owner in fee simple subject to a mortgage executed to Mae Walker on August 8th 1930, for One Hundred Fifty ($150.00) Dollars, on the said real estate of an undivided 1/10 interest thereof.

2. That the defendants Gertha Burkett, Pinkie C. Hubble, Grace M. Hubble, Fred Hubble, Herman Hubble, Mae Walker and Elsie M. Bryant are the owners of an Undivided 1/10 interest each of said real estate.

3. That the defendant William G. Irwin and Linnie L. Sweeney are the joint owners of an 1/10 interest of said real estate.

4. That Robert Hubble, Bertha Hubble, Dorothy Hubble and Catherine Hubble are each the owners of an undivided 1/40 interest of said real estate.

That they are entitled to have their interest set off and assigned to them in severalty.

The court further finds by consent of the parties that said real estate can not be divided as aforesaid without damage to the owners thereof and that a sale of said land should be made and the proceeds of said sale distributed in accordance with the rights and interests of the parties in and to the said real estate as the same

are herein found and determined.

The court further finds that the defendant Mae Walker holds a valid lien upon the interest as above found of said plaintiff Oscar Scamahorn in and to said real estate upon which lien is due and unpaid in the principal sum of One Hundred Fifty ($150.00) Dollars.

It is therefore considered and adjudged by the court that the parties heretofare the owners of and have interests as above found and set forth, in and to said real estate, or to any proceeds derived from its sale, and that said real estate is not susceptible of partition without damage to the said owners thereof.

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

Notice of the time, terms and place of such sale shall be given by two publications thereof in some weekly newspaper printed and published in Hendricks County, Indiana, and by posting written or printed notices thereof in five public places in the township where the said real estate is situated, the last of which notices shall be so published and all said notices so posted not less than five days prior to the time fixed for such sale.

And the court now appoints Lee Beuchler a commissioner thereof to make sale of said real estate in accordance with the foregoing order and require him to execute a bond in the penalty of Five Thousand ($5000.00) Dollars conditioned for the faithful discharge of his duties and with surety thereon to the approval of the court and the said commissioner is directed to make due report of his proceedings under this order.

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 7th, 1934.

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

THE FIRST NATIONAL)
BANK OF COATESVILLE,)
INDIANA.)
VS) # 14065 Judgt. vs Pltf. for Costs.
OTTO MASTEN, ET AL.) J. D. 16, Page 180.

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, The First National Bank of Coatesville, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LEO LINNAMAN)
VS) # 14075
ELMER MASTEN)

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 now the plaintiff, in person and by counsel, and said parties being present, in person and by counsel, and this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: William Reed, Harry Blair, Arthur Newman, Marion Weddle, Charlie Davidson, Herschell Gentry, Sylvester Coffman, Chester Parker, Walter Bradford, Ralph Stamper, Ray Hunt, and Perry Rushton, 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.

After hearing all the evidence in this cause, and the arguments are heard and concluded, the jury is permitted to seaparate under proper instructions touching their conduct during such separation until 9:00 o'clock A. M., Thursday, February 8th, 1934.

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

Come now the parties, by counsel, and argument on demurrer to amended complaint is presented, and the same is now taken under advisement.

Chase Harding, 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, February 8th, 1934.

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

ROBERT L. McCLURE)
VS) # 13706
JOHN ROARK)

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

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

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

Charles V. Sears, Special Judge.

CHLOEA PEARCY)
VS) # 14100 E N T R Y Judgt. vs Deft. for $3.00 per week and costs.
RAYMOND PEARCY) J. D. 16, Page 180.

Come now again the parties in the above entitled cause and the defendant files his answer in general denial, which is in the words and figures as follows, to-wit: (H.I.)

And now this cause is submitted to the court for trial, finding and decree without the intervention of a jury. And the court having heard the evidence, and being duly advised in the premises, finds that the allegations in plaintiff's complaint are true and that she is entitled to an absolute divorce from the defendant on the grounds of cruel and inhuman treatment.

The court further finds that there was born to this union one child, Robert Pearcy, age 7 years. That by agreement of the parties, which is approved by the court, said child is to remain in the home of Anna Miles of Danville, Indiana, during school periods. That the defendant is to have the said child with him on week-ends and the mother is to have a right to see and visit the child; and the defendant is to pay to the said Anna Miles the sum of $3.00 per week for the maintenance of said child; and said defendant will furnish said child with clothing, pay doctor bills and to otherwise support said child as may be necessary.

That at the end of each school term the plaintiff is to have the right to have said child with her during the summer vacation and the defendant is to continue to pay the sum of $3.00 per week to plaintiff for the care of said child unless aid amount of support shall be charged on order of court.

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

It is further ordered, adjudged and decreed by the court that until the further order of this court that the child, Robert Pearcy, age 7 years shall remain in the home of Anna Miles during the remainder of the school year of 1933-34. That the father of said child, and the defendant herein, may have said child with him on week-ends and also the mother shall, at all reasonable times, have the right to visit said child. That at the end of the school year said plaintiff may take said child and have said child with her during the summer months with the right of the father to see and visit and have said child, at all reasonable times. That during the remainder of the school year the defendant shall pay to Anna Miles the sum of $3.00 for the maintenance of said child, and in addition thereto shall furnish said child clothing, necessary medicines and such other necessities and care as the child may require for the preservation of his health and comfort.

That during the summer vacation of 1934 that the said defendant will pay to the plaintiff, for the support of said child, the sum of $3.00 per week, unless the same is modified by order of court, said defendant to continue to furnish and supply said child with clothing and other necessities, other than food.

It is further ordered, adjudged and decreed by the court that this agreement by the parties as to the care and custody of said child is hereby approved by the court until the further order of this court and unless the same, upon showing, is modified by order of the Hendricks Circuit Court.

It is further ordered, adjudged and decreed that the defendant pay the costs of this action taxed at _____dollars and _____cents.

LEO LINNAMAN)
VS) # 14075 Judgt. vs Pltf. for Costs.
ELMER MASTEN) J. D. 16, Page 180

Come now the parties, in person and by counsel, and the jury is again brought into Court and the plaintiff tenders instructions number one to seven inclusive. And the Court indicates that it will give of the instructions tendered numbers one to two, and that it will refuse numbes 3, 4, 5, 6 and 7, to the refusal of each one of which the plaintiff duly objects and excepts.

And now the Court instructs the jury in writing, giving of the instructions tendered by the plaintiff numbers one to two and giving of its own motion instructions numbered one to _____, to the giving of each one of which the defendant duly objects and excepts, and to the giving of the instructions of the Court and each thereof the plaintiff duly 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.

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:

LEO LINNAMAN)
VS) CAUSE NUMBER 14075
ELMER MASTEN)

We, the jury, find for the defendant.

W. E. Reed

FOREMAN

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 take nothing from the defendant, and that the defendant recover his costs, taxed 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, February 9th, 1934.

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

METROPOLITAN LIFE INSURANCE)
COMPANY, A CORPORATION.)
VS) # 14164
RODOLPHUS G. BATMAN, ET AL.)

Comes now the defendant, the State Savings and Trust Company, by counsel, and files answer and disclaimer of interest, which answer and disclaimer of interest are in the words and figures following, to-wit: (H.I.).

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

Come now again the parties, in persnn and by counsel, and this cause again being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: William Reed, Harry Blair, Arthur Newman, Marion Weddle, Charlie Davidson, Herschell Gentry, Sylvester Coffman, Hazzie Masten, Walter Bradford, Ralph Stamper, Ray Hunt and Perry Rushton, 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 touching their conduct until 9:00 o'clock A. M. Saturday, February 10th, 1934.

Order of the
Supreme Court of Indiana

In the matter of the application of February 2, 1934
Ernest T. Lane
for admission to the Bar.

On this day personally appeared in open court the above named applicant of Hendricks County and it appearing to the court by the certificate of C. J. Stevenson, (Judge of the Hendricks Circuit Court or) that said applicant is a voter, is a person of good moral character, is in good standing at the bar and is actually engaged in the practice of law in Hendricks County, and has been engaged in the practice of law for a period of at least six months immediately prior hereto; and it further appearing to the court by the motion of Otis E. Galley of Hendricks County, a member of the bar of this court, that said applicant prior to July 1, 1931, to-wit on the 9th day of June, 1931, was admitted to practice law in the Hendricks Circuit Court in this State and was on July 1, 1931, actively engaged in the practice of law, the said applicant is on said certificate and motion and by order of the court duly sworn and admitted to practice as an attorney-at-law and his name ordered entered on the roll of attorneys.

Curtis W. Roll
Chief Justice.

State of Indiana,)
)ss:
County of Marion)

I, Fred B. Pickett, Clerk of the Supreme Court of the State of Indiana, do hereby certify the above and foregoing to be a true and complete copy of the record of the court in the above matter.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of February 1934.

(SEAL) Fred B. Pickett
Clerk Supreme Court.

STATE OF INDIANA, EX REL,)
LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA)
VS) ORDER DIRECTING RECEIVER TO EXECUTE A RELEASE
CITIZENS STATE BANK) OF JUDGMENT AGAINST URBAN BOWMAN.
PLAINFIELD, INDIANA)

Comes now, Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, in the above entitled cause and files his duly verified petition asking for an order to release a judgment against Urban Bowman, and which petition is in the following words and figures, to-wit: (Here Insert), and the court having examined said petition and being duly advised in the premises finds that the allegations set forth therein are true, and that said release should be executed by said receiver as in said petition prayed for.

It is therefore ordered by the court that upon said receiver receiving $300.00 from said Urban Bowman, that said Receiver release all judgment rendered against said Urban Bowman as in said petition prayed for.

And comes now Urban Bowman and pays to said Receiver said $300.00 and now said Receiver executes said Release of Judgment, and the court approves and confirms said release and directs that said release of judgment be duly attached to the Judgment Dockett.

STATE OF INDIANA, EX REL)
LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA)
VS.) ORDER DIRECTING RECEIVER TO RELEASE JUDGMENT
CITIZENS STATE BANK) TO CERTAIN SPECIFIC REAL ESTATE.
PLAINFIELD, INDIANA.)

Comes now Horace L. Hanna, receiver of the Citizens State Bank, Plainfield, Indiana, and asks the court for an order to release judgement against certain specific land in said petition set forth, and being 47.79 acres, more or less owned by Fannie Cox Farrell and William Randolph Cox, and which petition is in the following words and figures, to-wit: (Here Insert), and the court having examined said petition and being duly advised in the premises finds that the allegations therein set forth are true and that said releases should be executed by said receiver as in said petition prayed for.

It is therefore ordered by the court that said Receiver executed release of judgment rendered against William Randolph Cox and the judgment rendered

against Fannie Cox Farrell, to the following described real estate in the county of Hendricks, State of Indiana, to-wit:

A part of the southwest quarter of section 35, township 15 north, range 1 east of the 2nd Principal Meridian, bounded as follows, to-wit: Beginning at a stone 57½ rods East of the West half mile stone of said Section; and running thence East 26 chains and 31¼ links to the center of said Section; thence South 18 chains, 11.4 links to a stone; thence West 26 chains and 45¼ links to a stone 57½ rods East of the West line of said Section; thence North 18 chains and 11.4 links to the place of beginning, estimated to contain 47.79 acres, more or less,

insofar only as it affects said real estate, and now said Receiver executes said releases, respectively, and the court approves and confirms said releases, respectively.

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 10th, 1934.

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 open Court and the taking of evidence is continued. At the close of plaintiff's evidence, said plaintiff dismisses this cause of action as to the defendant, The Partlow-Jenkins Motor Car Company, 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. Monday, September 12th, 1934.

JOHNIE KENT)
AMANDA KENT)
VS) No. 14166 Judgt. vs Defts. for $1221.06 and Costs.
HAZEL WILSON) J. D. 16, Page 181
CLAY WILSON)
WILLIAM HARRIS)

Come now again the plaintiffs' by their counsel, Edgar M. Blessing and come also the defendants by A. J. Kahl their attorney and the defendants file their separate and several answer which answer is in the words and figures is as follows, to-wit: (H.I.).

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 fully advised in the premises finds that the allegations of each paragraph of plaintiffs' complaint are true and that plaintiffs are entitled to recover as against each of the defendants on both of the notes sued upon in their complaint.

The court further finds that there is due on the note sued upon in the first paragraph of plaintiffs' complaint the sum of $500.00 principal, $77.76 as interest and the further sum of $35.00 as attorney fees, all of which plaintiffs are entitled to recover from the defendants and each of them without relief from valuation or appraisement laws.

The Court further finds that there is due on the note sued upon in the second paragraph of plaintiffs' complaint the sum of $500.00 as principal, $73.30 as interest, and $35.00 as attorney fees, all of which plaintiffs are entitled to recover from the defendants and each of them without relief from valuation or appraisement laws.

It is therefore ordered and adjudged that plaintiffs have and recover from the defendants and each of them the sum of $1221.06 all without relief from valuation or appraisement laws, together with the costs of this action taxed at nine dollars and fifty cents all of which is fully ordered and adjudged.

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 12th, 1934.

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

FRANK DALY, ET AL.)
VS) # 13098
EDWARD P. SHOWERS, ET AL.)

Come now again the parties, by counsel, and the Court having examined the plaintiffs' motion for a new trial, heretofore filed, and being sufficiently advised in its premises, now overrules said motion, to which ruling of the Court the plaintiffs each for themselves separately and severally objects and excepts.

And now the plaintiffs pray an appeal to the Appellate Court of Indiana, and the Court being duly advised, said appeal is now granted, and the plaintiffs are given ninety days in which to file all bills of exceptions.

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER AND)
LIGHT COMPANY, A CORP.)
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 now the defendant is ruled to answer on or before February 20th, 1934.

JOHN LOWE)
VS) # 14186
LILLIAN LINDLEY)

Comes now, George A. Henry, herein, and withdraws his appearance as attorney for the defendant.

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 before the argument, the defendant tenders instructions numbered from one to fourteen inclusive, and asks that they be given to the jury.

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 1, 6, 7, 8 and 11, to the giving of each one of which the plaintiff objects and excepts. And the Court refuses to give of the instructions tendered by the defendants numbers 2, 3, 4, 5, 9, 10, 12, 13 and 14, to the refusal of each one of which each defendant for himself separate and severally objects and excepts. And the Court gives of its own motion instructions numbered from one to seventeen inclusive, to the giving of each one of which each defendant and the plaintiff for themselves separately 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.

The jury is again conducted into Court and return a verdict for the plaintiff in the sum of $3125.00, which verdict is in the words and figures following, to-wit:

NELL K. MONTFORT)
)
VS) CAUSE NUMBER 13811
)
JOHN L. PARTLOW)
EMMA CASTOR PARTLOW)

We, the Jury, find for the plaintiff and assess her damages in the sum of $3,125. .

Harry Blair

FOREMAN

And now the jury is discharged from further duties in this cause.

RAYMOND SNYDER)
VS) # 14095 Judgt. vs Pltf. for Costs.
DOROTHY SNYDER) J. D. 16, Page 181.

Comes now the plaintiff, in person and 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 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 now comes John A. Kendall, prosecuting attorney, and appears and makes defense, and this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

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

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

It is further ordered and adjudged by the Court that the plaintiff, Raymond Snyder, pay and satisfy the costs of this action, taxed at _____ dollars and _____cents.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Tuesday Morning, February 13th, 1934.

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

OSCAR T. SCAMAHORN)
VS) # 14127
GERTHA BURKETT, ET AL.)

Comes now Lee Buechler and accepts the appointment as commissioner to make sale of the real estate mentioned and described in the petition for partition and Interlocutory Decree in the said cause heretofore filed and tenders his bond as such commissioner in the penalty of the conditioned as aforesaid with William A. McDaniel and N. W. Scott as surety thereon, which bond is approved by the court and reads as follows: (insert) and said commissioner is directed to have an appraisement made of said real estate and thereupon proceed to the execution of the order heretofore made for the sale thereof and make due report of his proceedings during the March Term of this Court 1934.

WALTER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

Comes now, Courtland C. Gillen, heretofore appointed Special Judge in this cause, herein, and accepts said appointment as Special Judge, and qualifies as such and assumes jurisdiction of this cause, which is as follows:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

January Term, 1934

Walter Thompson, et al.)
AGAINST) No. 13904
E. M. Allen, et al.)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the regular Judge, filed by the defendants, do hereby appoint Courtland C. Gillen, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Feb. 13 1934. Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Courtland C. Gillen, 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 Walter Thompson, et al. against E. M. Allen, et al, so help me God.

Courtland C. Gillen

Subscribed and sworn to this 13" day of Feb. 1934 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Hendricks Circuit Court.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

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 waives arraignment and enters his plea of not guilty, and said defendant's bond heretofore fixed at $2000.00 is confirmed.

This cause being set for trial, and the parties being present, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Chester Parker, Harry Blair, Arthur Newman, Charley Harris, Harvey Higgins, Herschell Gentry, Sylvester Coffman, Hezzie Masten, Frank Stanley, Elvin Newby, Ray Hunt and Perry Rushton, twelve good and lawful men, householders and freeholders of Hendricks County, and legal voters thereof, who are duly and legally impanalled 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. Wednesday, February 14th, 1934.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

Comes now, James Shelton, defendant in the above entitled cause and files his verified petition herein asking for an order of court to have a subpoena issued, as provided by law, to procure the attendance of Glendon Elmore and Herbert Shepard, as witnesses to testify for said defendant in the above entitled cause now on trial in the Hendricks Circuit Court. A copy of said petition being in words and figures following to-wit; (H.I.) and the court having examined said petition and being fully advised and informed in the premises, finds that the petition should be granted and that said witnesses should be subpoenaed to testify in the above entitled cause.

It is therefore ordered and decreed by the court that subpoenas be issued by the Clerk of the Hendricks Circuit Court, as provided by law, directed to the Warden of the Indiana Reformatory at Pendleton, Indiana, commanding him to bring the witnesses named therein before the court, and that the same be served, as provided by law, in order that said witnesses may attend the trial of said cause and testify as witnesses therein.

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 14th, 1934.

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

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

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 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. February 15th, 1934.

ARTHUR SHULSE, BY HIS)
NEXT FRIEND IDA MAE)
SHULSE.)
VS) # 14129 Judgt. vs Defts. for $400.00 and Costs.
PAUL BOWER, ET AL.) J. D. 16, Page 181.

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, Arthur Shulse, by his next friend Ida Mae Shulse, as damages, from the defendants, Paul Bower, United Transportation Company and Howard Sellers, the sum of $400.00, 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, Paul Bower, United Transportation Company and Howard Sellers, the sum of $400.00, together with the costs for this action, taxed at _____dollars and _____cents.

Thereupon the defendants, by counsel, filed their motion for a new trial herein, which motion is in the words and figures following, to-wit: (H.I.).

Thereupon the defendants, by counsel, filed their motion to correct errors in the assessment of damages herein, 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, February 15th, 1934.

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

STATE OF INDIANA,EX REL)
JAMES M. COSLER.)
VS) # 13819
LEWIS L. POUNDS, ETC.,)
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 hereby dismissed.

ALTITUDE PETROLEUM COMPANY)
VS) # 13924
DENHAM OIL COMPANY)

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

CHARLES F. DELBRIDGE)
VS) # 14035
ARTHUR JORDAN)

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.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

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 jury is again brought into open court, and the taking of evidence is continued.

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. Friday, February 16th, 1934.

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 16th, 1934.

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

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

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 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, February 17th, 1934.

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 17th, 1934.

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

METROPOLITAN LIFE INSURANCE COMPANY, A CORPORATION. VS. RODOLPHUS G. BATMAN, ELLA M. BATMAN, HIS WIFE, THE STATE SAVINGS AND TRUST COMPANY.	) # 14164	DECREE.	Judgt. vs Defts., Rodolphus G. Batman and Ella M. Batman, his wife, for $1821.04 and costs. J. D. 16, Page 181.

Comes now the plaintiff by Edgar M. Blessing and Jones, Hammond & Buschmann, its attorneys, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause, which summons and return of the sheriff indorsed thereon are in the words and figures following, to wit: (Insert) that the defendants, Rodolphus G. Batman and Ella M. Batman, his wife, have been duly served with process more than ten days before the date fixed by the plaintiff by indorsement on its complaint for said defendants to appear and answer the same, and now said defendants, failing to appear and being three times audibly called in open court, come not, but herein wholly make default.

And this cause, on motion of the plaintiff, is now submitted to the court for trial, finding and decree on the default of said defendants and the answer of the defendant, The State Savings and Trust Company, heretofore filed herein; 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, Rodolphus G. Batman and Ella M. Batman, his wife, on the notes sued on the sum of $1586.64, principal and interest, the further sum of $52.89, taxes paid by plaintiff, including interest thereon, and the sum of $31.51, insurance premium on the improvements on said real estate paid by the plaintiff, including interest thereon, and the sum of $150.00 as a reasonable fee for the services of plaintiff's attorneys, making in all the sum of $1821.04, which plaintiff is entitled to recover of said defendants without relief from valuation or appraisement laws.

And the court further finds that said sums are secured by a mortgage upon the real estate described in plaintiff's complaint and hereinafter described, and that the plaintiff is entitled to have said mortgage foreclosed as against said defendants and to have said real estate, or so much thereof as may be necessary, sold to pay and satisfy plaintiff's said claim.

IT IS, THEREFORE, CONSIDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of the defendants, Rodolphus G. Batman and Ella M. Batman, his wife, the sum of $1821.04 and its costs, 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 enquity of redemption of the defendants, Rodolphus G. Batman and Ella M. Batman, his wife, and of all persons claiming from, under or through them in and to said mortgaged premises, situated in Hendricks County, Indiana, to wit:

The Northeast Quarter of the Northeast Quarter of Section Twenty (20), Township Fifteen (15) North, Range Two (2) West, containing Forty (40) 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 said 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, be sold by the sheriff of this county as lands are sold on execution, such sale to be made without any relief from valuation or appraisement laws; and the proceeds arising from such sale, the sheriff is ordered and directed to apply as follows:

First: To the payment of all costs accrued in this cause, and the costs of said sale.

Second: To the payment of the amount found due the plaintiff herein, being the amount of the judgment hereinbefore rendered, together with interest from this date.

Third: The overplus, if any, remaining after the payment of the foregoing judgment, interest and costs, to be paid by the sheriff to the clerk of this court for the use of the persons lawfully entitled to and 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, Rodolphus G. Batman and Ella M. Batman, his wife, subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

KATE GIBBS)
VS) 14032 INTERLOCUTORY DECREE
PATRICK HOGAN)
DELIA GIBBS)
MARY HORD)
DELIA WILEY)
CATHERINE NOLAN)
NELLIE DUGAN)
MARTIE DUGAN)
JOHN DUGAN)
DANIEL F. BROWN)
DELIA BROWN)
NELL PEDIGO)
MAME MARTIN)
CECIA GROWL)
ANTHONY WILSON)
MARGARET HAAG)
MICHAEL L. HOGAN)
CECIL HOGAN)
ANNA HOGAN)

Comes now the plaintiff by her attorney Harney F. Semones and comes also the defendant Margaret Haag by her attorneys Hume and Gaston and comes also the other parties to this cause of action and shows to the court by notice issued upon their petition filed herein and the return of the sheriff indorsed thereon, which notices and returns read as follows (insert).

That the defendants Patrick Hogan, Mary Hord, Delia Wiley, Nellie Dugan, John Dugan, Margaret Haag, Michael L. Hogan and Anna Hogan have each been personally served with proper notice of the filing and pendency of said petition by the sheriff of Hendricks County, Indiana, and Delia Brown, Mame Martin, Cecil Growl, Nell Pedigo and Anthony Wilson have each been personally served with proper notice of the filing and pendency of said petition of the sheriff of Marion County, Indiana, and Catherine Nolan has

been personally served with proper notice of the filing and pendency of said petition of the sheriff of Boone County, Indiana, and Cecil Hogan has been personally served with proper notice of the filing and pendency of said petition of the sheriff of Lake County, Indiana, and Martie Dugan has been personally served with proper notice of the filing and pendency of said petition of the sheriff of Wayne County, Michigan, Daniel F. Brown has been personally served with proper notice of the filing and pendency of said petition of the sheriff of Philadelphia County, Pennsylvania and Delia Gibbs has been served with proper notice of the filing and pendency of said petition of the sheriff of Stoddard County, Missouri, have each been 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 hearing thereof. All defendants now called and defaulted.

And the court having heard the evidence and being sufficiently advised in the premises finds, that as alleged in the complaint, said plaintiff Kate Gibbs and the defendants Patrick Hogan, Delia Gibbs, Mary Hord, Delia Wiley, Catherine Nolan, Nellie Dugan, Martie Dugan, John Dugan, Daniel F. Brown, Delia Brown, Nell Pedigo, Mame Martin, Celia Growl, Anthony Wilson, Margaret Haag, Michael L. Hogan, Cecil Hogan and Anna Hogan are the owners as tenants in common of the following described real estate situated in Hendricks County, State of Indian, to-wit:

The West half of the North-West quarter of Section 30, Township 17 North, Range 2 East, containing 87.36 acres. Also,

A part of the East half of the North-West quarter of said section 30, Township and Range aforesaid, bounded as follows, to-wit: Beginning at a point 14 rods and 9 links West and 25 rods and 7 links South of the North half mile stone of said Section 30, thence West 65 rods and 16 links to the West line of said half quarter; thence South 134 rods and 10 links to the South line of said half quarter; thence East 40 rods; thence North 104 rods; thence East 25 rods and 16 links; thence North 30 rods and 10 links to the place of beginning, estimated to contain 38.50 acres, more or less.

That said parties so own said real estate in the following proportions: Said plaintiff Kate Gibbs an undivided 1/7 interest thereof, the defendants Patrick Hogan, Anna Hogan and Delia Gibbs each own an undivided 1/7 interest thereof, the defendants Mary Hord, Delia Wiley, Catherine Nolan, Nellie Dugan, Martie Dugan and John Dugan (children of Ellen Dugan, deceased) are the owners of an undivided one forty-second interest thereof; the defendants Daniel F. Brown, Delia Brown, Mame Martin, Nell Pedigo, Celia Growl and Anthony Wilson (children of Mary Wilson, deceased) are each the owners of an undivided one forty-second interest thereof; the defendants Margaret Haag, Michael L. Hogan and Cecil Hogan (children of James S. Hogan, deceased) are each the owners of undivided 1/21 interest thereof, and that they are entitled to have their said interests set off to them in severalty. The court further finds that by consent of the parties that said real estate can not be divided as aforesaid without damage to the owners thereof, and that a sale of said lands should be made and the proceeds of such sale distributed in accordance with the rights and interests of the parties in and to said real estate as the same are herein found and determined.

It is therefore considered and decreed by the court that the parties heretofore are the owners of, and have interests, as above found and setforth, in and to said real estate, or any of the proceeds derived from its sale, and that said real estate is not susceptible of partition without damage to said owners thereof. Wherefore, it is by the court further ordered and adjudged that said real estate, after being duly ap-

praised as provided by law, be sold by a commissioner appointed for that purpose, at private sale for not less than the full appraised value thereof and for cash.

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

And the court now appoints Claude W. Gladden, commissioner thereof, to make sale of said real estate in accordance with the foregoing order, and requires him to execute bond in the penalty of six thousand dollars conditioned for the faithful discharge of his duties and with surety thereon to the approval of this court.

And said commissioner is directed to gave an appraisement made of said real estate and thereupon to proceed to the execution of the foregoing order for the sale thereof and make due report of his proceedings during the March Term of this court.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

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 jury is again brought into Court, and the taking of evidence is continued and concluded.

At the close of all the evidence, the defendant requests the Court to send jury to view the scene of accident. And the Court being sufficiently advised, said motion and request is now overruled, to which ruling of the Court the defendant duly objects and excepts. And the defendant now before argument tenders instructions number one and two, and asks the Court which instructions to be given.

Arguments are heard and concluded, and at the close of arguments, the Court instructs the jury in writing, giving of its own motions, instructions numbered one to seventeen inclusive, to the giving of each one of which the defendant duly objects and excepts, and to the giving of each one of which the State duly objects and excepts. And the Court now refuses to give instruction numbered one tendered by the defendant to the refusal of which the defendant duly objects and excepts. And the Court gives as modified, the second instruction tendered by the defendant, to the giving of which the defendant duly excepts.

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.).

The jury is again brought into Court and return a verdict of guilty of the crime of involuntary manslaughter, which verdict is as follows, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER
JAMES SHELTON)

We, the jury, find the defendant, James Shelton, guilty of the crime of involuntary manslaughter as charged in the affidavit and that his true age is 39 years.

Arthur Newman
FOREMAN

And the Court now orders said jury discharged from further duties in this cause, and the defendant, James Shelton, remanded to custody of the Sheriff of Hendricks 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, February 19th, 1934.

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

WILLIAM SMITH, ET AL.)
VS) # 14115
A. GOLDSTEIN, ETC.)

Come now the plaintiffs, by counsel, and upon their 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.

ELIZABETH WADSWORTH)
VS) # 14174
MILDRED HEGER)

Come now the parties, in person and by counsel, and the Court orders conditional examination of plaintiff published.

And now this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: William Reed, Harry Blair, Arthur Newman, Marion Weddle, Charlie Davison, Herschell Gentry, Sylvester Coffman, Hezzie Masten, Walter Badford, Ralph Stamper, Ray Hunt and Perry Rushton, twelve good and lawful men, householders and freeholders of Hendricks County, and legal voters thereof, who are duly and legally impanalled 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, February 20th, 1934.

MILBER E. KENDALL)
VS) # 14193
DON O. GARRISON, ET UX.)

Comes now the plaintiff, by counsel, and upon his motion this cause is dismissed as to the defendant, Danville Trust Company, Receiver.

The plaintiff also files motion to substitute the First National Bank of Amo, Indiana, as party defendant, which motion is in the words and figures following, to-wit: (H.I.).

And now the Court orders summons issued to the said First National Bank of Amo, Indiana, and make the same returnable March 3rd, 1934.

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

A. J. Stevenson, Judge.

Tuesday, February 20th, 1934.

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

BERT FRANKLIN.)
VS) # 14154 Judgt. vs Defts. for $67.31 and Costs.
CLAY WILSON, AND) J. D. 16, Page 182.
WILLIAM S. HARRIS.)

Come the parties by their respective counsel and the defendants file answer to the complaint, as follows, to-wit:- (Here Insert)

And this cause, being at issue upon plaintiff's complaint and the joint and several answer of the defendants, is submitted to the court for trial, finding and judgment without the intervention of a jury. And the Court, having heard the evidence and being duly advised finds for the plaintiff, that the allegations of his complaint are true and that there is due the plaintiff thereon the sum of $52.31, principal and interest, and the further sum of $15.00, as attorney's fees, and that the plaintiff is entitled to a personal judgment against the defendants, and against each one of them severally for a total of said amounts, together with his costs and charges herein laid out and expended.

It is, therefore, considered and adjudged by the court that the plaintiff, Bert Franklin, recover of and from the defendants, Clay Wilson and William S. Harris, and from each one of them severally, the sum of $67.31, together with the costs of this action, taxed at $_____, all without relief from valuation and appraisement laws.

STATE OF INDIANA, On the Relation)
of PHILIP LUTZ, JR., Attorney General)
for the State of Indiana,) Judgt. vs Deft. for Costs.
VS)No. 14189 J. D. 16, Page 182.
DANVILLE DRY GOODS COMPANY.) ENTRY

Comes now the plaintiff, the State of Indiana, on relation of Philip Lutz, Jr., Attorney General for the State of Indiana, by Alvin C. Johnson, Assistant Attorney General;

And the court being satisfied that defendant has been duly served with summons more than ten days previous hereto and who being called audibly three times comes not but wholly makes default the said defendant, is hereby defaulted;

And this cause being at issue, the same is submitted to the court without the intervention of a jury and the court being duly informed and advised finds as follows:

That the allegations of plaintiffs complaint are true; that said defendant has not filed its report with the Secretary of Sate as provided by law for the consecutive years 1928, 1929, 1930, 1931, 1932 and 1933 and no satisfactory reason for failing to make and file such reports has been shown by said plaintiff to this court; that by reason hereinbefore set out said defendant corporation be and it is hereby dissolved and shall have no further legal rights as such except for the purpose of dissolution as provided by law.

It is therefore ordered, adjudged and decreed that the defendant, Danville Dry Goods Company, be and the same is hereby dissolved and that said defendant shall have no further legal rights except for the purpose of dissolution as provided by law.

It is further ordered that a certified copy of this decree be filed with the Secretary of State of the State of Indiana and the costs of this action be taxed against said defendant, Judgment accordingly.

Dated this 20 day of February, 1934.

ELIZABETH WADSWORTH)
VS) # 14174
MILDRED HEGER)

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 concluded. At the close of the evidence and before argument, the plaintiff tenders instructions numbered one to eleven inclusive, and the Court indicates that it will refuse numbers 4, 5, 7 and 11, to the refusal of each one of which the plaintiff duly objects and excepts.

Arguments are heard and concluded, and the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Wednesday, February 21st, 1934.

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

In the above entitled cause comes now the judge of said court, and in open court files the plaintiffs bill of exceptions containing the evidence after he read signed the same and which bill is in the words and figures following to wit (here insert).

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 21st, 1934.

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER AND)
LIGHT CO., A CORP. ETAL.)

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 now the defendants are ruled to answer on or before March 5th, 1934.

CITIZENS REALTY CORPORATION)
OF STILESVILLE, INDIANA.)
VS) # 14117
JAMES A. COBLE.)

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

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

JAMES A. COBLE)
MARY COBLE.)
VS)# 14119
CITIZENS STATE BANK OF)
STILESVILLE, INDIANA, ET AL.)

Come now the plaintiff, by counsel, and upon their 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.

ELIZABETH WADSWORTH)
VS) # 14174
MILDRED HEGER)

Come now again the parties, in person and by counsel, and the jury is again brought into Court, and 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 plaintiff and defendant each for themselves duly objects and excepts.

And the Court refuses to give of the instructions tendered by the plaintiff numbers 4, 5, 7, 8 and 11, to the refusal of each one of which the plaintiff duly objects and excepts; and the Court gives of the instructions tendered by the plaintiff, numbers 1, 2, 3, 6, 9 and 10, to the giving of each one of which the defendant duly 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.).

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

And now the jury is again brought into open Court and returnes a verdict for the defendant, which verdict is in the words and figures following, to-wit:

ELIZABETH WADSWORTH)
VS) CAUSE NUMBER 14174
MILDRED HEGER)

We, the jury, find for the defendant.

Hezzie Masten
F O R E M A N

And now the jury is discharged from further duties in this cause.

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 22nd, 1934.

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

MAX SACHS)
VS) # 13920
KENNETH KOELLING)

Come now the plaintiff's attorneys, Phillips and Brown, and A. W. Ewbank, herein, and withdraw their appearance for the plaintiff.

JOHN F. MITHOEFER)
VS) # 13999
CITY OF INDIANAPOLIS,)
ET AL.)

Come now the parties, by counsel, and the plaintiff now asks leave to substitute as parties defendant Reginold H. Sullivan Mayor of Indianapolis for Lewis W. Shank, William E. Claner treasurer for John L. Duval, Evans Wollen Jr. controler for Joseph L. Hogue. And the Court being duly advised, permission is granted and substitution ordered.

And now the defendants withdraw former answers and file amended answers in five paragraphs to amended complaint, which amended answers are in the words and figures following, to-wit: (H.I.). And plaintiff now files answer to cross-complaints and reply to other paragraphs of answer, which answer and reply are in the words and figures following, to-wit: (H.I.). Said plaintiff also files request for trial by jury, to which request the defendants duly object, which request is in the words and figures following, to-wit: (H.I.). And the Court being duly advised, now sustains said objection, to which ruling of the Court the plaintiff duly objects and excepts.

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, Court adjourns until 9:00 o'clock A. M. Friday, February 23rd, 1934.

MARVIN WEAVER)
VS) # 14135 E N T R Y Judgt. vs Deft. for Costs.
PAUL TOMLINSON) J. D. 16, Page 182.

Comes now the State Bank of Lizton, Indiana, as receiver of the Pittsboro State Bank and files its petition herein showing that it is the owner of the real estate described in the complaint and asks that it be substituted as such receiver in the place of Marvin Weaver as plaintiff in this cause, and the court being fully advised in the premises now allows said petition and the said State Bank of Lizton, as receiver for the Pittsboro State Bank, is hereby substituted for Marvin Weaver as plaintiff in this cause of action; and now comes Arny Watkins and withdraws his appearance for the defendant, Paul Tomlinson.

And it appearing to the court by the summons herein and the return of the sheriff endorsed thereon, which summons and return are in the words and figures as follows, to-wit: (H.I.):

that the defendant was served with process for more than 10 days before the return date endorsed on plaintiff's complaint, and the defendant being now three times loudly called in open court comes not but herein wholly makes default.

And now upon the defendant of said defendant this cause is submitted to the court for trial, finding and decree and the court being duly advised in the premises finds that the Pittsboro State Bank is the owner of the real estate described in the complaint, and hereinafter described, and that the State Bank of Lizton, Indiana, is the duly appointed, qualified and acting receiver of the said Pittsboro State Bank.

The court further finds that the Pittsboro State Bank holds title by warranty deed to the real estate described in plaintiff's complaint and that the receiver of such bank is entitled to the immediate possession of said real estate, and that the said defendant is now unlawfully and wrongfully in possession of said real estate and holds possession thereof and occupancy of the same without right and that his possession of said real estate is now wrong and unlawful and that plaintiff is entitled to have said defendant ejected from said real estate.

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, as follows, to-wit:

The west half of the Southwest quarter of Section 5, Township 16 North of Range 1 East, estimated to contain 80 acres more or less. Also a part of the Southwest quarter of the Northwest quarter of Section 5, Township 16 North of Range 1 East, bounded as follows, to-wit:-Beginning at a point on the North line of said quarter quarter which is 35 rods and 8 links East of the Northwest corner thereof and running thence East on said line 39 rods and 17 links and to a point which is 5 rods West of the Northeast corner thereof; thence South 45 rods to the center of the Indianapolis and Crawfordsville Road; thence Southeast along the center of said road to the East line of said quarter quarter, thence South on said East line 32 rods to the Southeast corner of the said quarter quarter; thence West on the South line of the said quarter quarter 80 rods to the Southwest corner thereof; thence North on the West line of said quarter quarter to a point which is 20½ rods South of the center of the Indianapolis and Crawfordsville Road; thence East 8 roads; thence North parallel with the Section line to the center of said road; thence Southeast along the center of said road to a point which is directly South of the beginning point; thence North 23 rods and 7 links to the place of beginning.

It is further ordered and adjudged that plaintiff is entitled to the immediate possession of said real estate as against the defendant herein, and that plaintiff have and recover from the defendant the possession of the above described real estate.

It is further ordered, adjudged and decreed by the court that there issue to the Sheriff of Hendricks County a writ of restitution against the defendant herein, and that said sheriff put the plaintiff in immediate possession of the above described real estate.

It is further ordered and adjudged that plaintiff recover its costs in this action taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.

Friday Morning, February 23rd, 1934.

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

JOHN F. MITHOEFER)
VS) # 13999
CITY OF INDIANAPOLIS, ET AL.)

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, February 24th, 1934.

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

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

Come now again the parties, by counsel, and by agreement of said parties the former record of dismissal is vacated and this cause is re-instated.

LUX LAUNDRY, INC.)
VS) # 13693 Judgt. vs Pltf. for Costs.
BENJAMIN W. BARKER) J. D. 16, Page 183.

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 defendant.

It is, therefore, adjudged and decreed by the Court that the plaintiff take nothing by its cause of action, and that the defendant recover his costs, taxed at _____dollars and _____cents.

MAX SACHS)
VS) # 13920
KENNETH KOELLING)

Comes Ross Richards, attorney, and enters his appearance for the plaintiff.

And now comes 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.

ABE GREENSPAN)
VS.) NO. 14041. Judgt. vs Defts., Elias W. Dulberger and
ELI GMIL) ENTRY. Lillian R. Dulberger, for $500.00 and Costs.
ELIAS W. DULBERGER) J. D. 16, Page 183.
LILLIAN R. DULBERGER)

Comes now the parties in person and by counsel and this cause coming on for hearing is now submitted to the Court for trial and finding without the intervention of a jury.

Now the Court having heard the evidence and arguments of counsel and being fully advised in the premises finds that the matters and facts alleged in plaintiff's complaint are true; that the defendants Elias W. Dulberger and Lillian R. Dulberger now hold in their possession property of the defendant Eli Gmil, which property consists of Five Hundred Dollars of lawful money of the United States of America, which money was delivered to defendants Elias W. Dulberger and Lillian R. Dulberger by the defendant Eli Gmil under their written contract to restore said money to said Eli

Gmil upon the happening of a certain condition named therein to the effect that the defendants Elias W. Dulberger and Lillian R. Dulberger agreed in said writing to return said sum to said defendant Eli Gmil upon the final disposition of a cause then pending in the Criminal Court of Marion County; that there was such final disposition of said cause pending in said Court before the commencement of this action and said sum is now due and owing said Eli Gmil from said Elias W. Dulberger and Lillian R. Dulberger and subject to plaintiff's claim alleged therein.

The Court further finds that the plaintiff Abe Greenspan on the 10th day of May, 1932 recovered a judgment in an action for Assault and Battery against said defendant Eli Gmil in the Superior Court of Marion County, Indiana, in the sum of $2500.00; that said judgment is unpaid; that the Sheriff of Marion County now holds in his hands an alias execution issued on such judgment against the defendant Eli Gmil, and which execution remains in the Sheriff's hands unsatisfied; that before the commencement of this action execution on said judgment was placed in the hands of said Sheriff and returned by him unsatisfied and thereupon plaintiff forthwith and before said commencement caused an alias execution to be issued, and which execution is now in the hands of said Sheriff unsatisfied.

The Court further finds that the said property of the defendant, Eli Gmil, now in the possession of the defendants Elias W. Dulberger and Lillian R. Dulberger should be applied on the satisfaction of said execution of the plaintiff now in the hands of the Sheriff of Marion County, Indiana, and the defendants should be forbidden to transfer or in any way dispose of said property, and that said property be delivered to the Sheriff of Marion County forthwith; that the law is with plaintiff and he is entitled to recover as prayed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that defendants Elias W. Dulberger and Lillian R. Dulberger forthwith pay said sum of $500.00 into the hands of the Clerk of the Marion Circuit Court to be applied by him in protanto satisfaction of said alias execution upon said judgment; that judgment is hereby given in favor of plaintiff against said Elias W. Dulberger and Lillian R. Dulberger in said total sum of $500.00 and the costs are hereby taxed to the defendants, and it is so ordered.

JAMES HAZELETT)
VS) # 14064 Judgt. vs Pltf. for Costs.
ETTA CURTIS) J. D. 16, Page 183.

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.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff take nothing by his cause of action, and that the defendant recover her costs from the plaintiff, James Hazelett, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7437 Judgt. vs Deft. for Costs.
JAMES SHELTON) J. D. 16, Page 183.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and said defendant is now asked in open Court if he has any cause to show why sentence should not be pronounced upon the verdict of the jury, and there appearing none, the Court now renders judgment

on said verdict.

It is, therefore, now adjudged and decreed by the Court that the defendant, James Shelton, 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, taxed at _____dollars and _____cents.

And now said defendant files motion and reason for a new trial, which motion and reason are in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA EX)
REL LUTHER SYMONS)
VS) E N T R Y # 13802
PITTSBORO STATE BANK)

Comes now the State Bank of Lizton as receiver of the Pittsboro State Bank and files its verified report of sale of a part of the real estate heretofore ordered sold in this cause, which report is in the words and figures as follows, to-wit: (H.I.)

And now the court having examined said report and being fully advised in the premises finds that said report of sale of a part of the real estate herein reported should be confirmed and approved, and that the receiver of the Pittsboro State Bank should be authorized and directed to execute its deed conveying the real estate sold to the purchaser named in said report.

The court further finds that the receiver herein should pay the taxes for 1933 due in 1934 and that said receiver should furnish to the purchaser an abstract showing good title to said real estate. It is, therefore, ordered, considered and adjudged that the report of the receiver herein of the sale of the following described real estate in Hendricks County, State of Indiana, to-wit:

The East half of the Southwest Quarter of Section 14, Township 17 North of Range 1 West, estimated to contain 80 acres, more or less,

to Fred H. Miller for the sum of $5,000.00 be, and the same is, hereby fully approved and confirmed.

And said receiver is hereby authorized and directed to execute its deed to said above described real estate to said purchaser and to deliver the same on payment to the receiver herein for the sum of $5,000.00. Said receiver to pay the taxes on said real estate for 1933 payable in 1934, and to deliver to the purchaser an abstract of title showing good title in and to said above described real estate.

And now said receiver having shown to the court that the purchaser herein has paid to said receiver the sum of $5,000.00 in cash presents its deed to the court for approval, which deed is now approved by the court endorsing thereon the following words; "Approved in open court this 24th day of February, 1934. A. J. Stevenson, Judge of Hendricks Circuit Court."

And now this cause is continued for further proceedings as to the other real estate.

STATE OF INDIANA)
VS) # 6022
HOMER WEST)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and upon his motion this cause is now dismissed by the Court.

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

STATE OF INDIANA)
VS) NO 7454
CLEO HUNT)

Comes now John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit State of Indiana, and files his petition herein asking the Court to issue a request to the Comptroller General of the United States to issue photostat copies of two checks made payable to Charles A. Hughes, drawn on the Treasurer of the United State for the amount of $104.53, said check being dated May 31, 1932 and June 15, 1932, respectively. Said check to be used in the trial of State of Indiana vs Cleo Hunt, said trial to be held in the Hendricks Circuit Court. A copy of said petition being in words and figures following, to wit: (H.I.), and the Court having examined said petition and being fully advised and informed in the premises, finds that the petition should be granted, and that the Comptroller General of the United States should be requested to issue said photostat copies of said checks.

It is therefore ordered and decreed by the Court that the Comptroller General of the United States be requested to issue a certified copy of each of the checks heretofore mentioned, that they may be used by the State of Indiana in the preparation of the prosecution of the State of Indiana vs Cleo Hunt.

KATE GIBBS)
VS) # 14032
PATRICK HOGAN, ET AL.)

Comes now Claude W. Gladden, heretofore appointed commissioner, herein, and files his bond and inventory and appraisement, which bond and inventory and appraisement are in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined each the bond and inventory and appraisement, now approves the same.

GENERAL COURT ALLOWANCE FOR THE JANUARY TERM, 1934.

Helen Harris, Court Reporter	$238.24
Harry Thomson, Jury Commissioner	3.00
John G. Shelton, Jury Commissioner	3.00
Alvin Hall	25.00
Lawyers Cooperative Publishing Co.	15.00
West Publishing Co.	20.00
Arny M. Watkins, Special Judge	10.00
John W. Hornaday, Special Judge	50.00

PETIT JURY:		
Earl Wallace		$ 9.60
William Reed		37.05
Harry Blair		49.30
Arthur Newman		69.70
Marion Weddle		55.90
Charlie Davidson		54.60
Perry Rushton		54.40
Ray Hunt		47.60
Ralph Stamper		52.00
Walter Bradford		48.10
Hazzie Masten		65.60
Sylvester Coffman		76.50
Herschell Gentry		58.50
Chester Parker		40.70
Charley Harris		30.00
Paul Harding		12.00
Elvin Newby		23.80
Frank Stanley		15.25
Harvey Higgins		15.50
Paul Harding		4.00
Adrain McClain		3.00
Randolph Cox		3.50
J. W. Houseman,	13 Meals @ 50¢ each	6.50
Elsworth Stewart,	13 Meals @ 50¢ each	6.50

DONALD F. HARWOOD) Judgt. vs Pltf. for Costs $1,203.84
VS)# 14159
HELEN MARIE HARWOOD) J. D. 16, Page 187.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the proof of publication of notice to non-resident herein, which proof of publication is in the words and figures following, to-wit: (H.I.), that said notice has been duly published with process more than fifty-one 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 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 plaintiff, Donald F. Harwood.

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

It is further ordered and adjudged by the Court that the plaintiff, Donald F. Harwood, pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present term of court be continued to the March Term, 1934, of said court.

And Court adjourned until Court in course,

Records read and signed in open court.

A. J. Stevenson, Judge.

BE IT REMEMBERED, that on the 26th day of February, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

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

PRAECIPE

To the Clerk of
Circuit Court
Hendricks County, Indiana

Dear Sir:

In the case of J. Walter Shank v. Peoples State Bank No. 13594, please make out a transcript of the entire record from the last entry back to and including the filing of the amended complaint, March 12, 1932 except that you shall omit from said transcript the defendants demur to each paragraph of the complaint and the ruling of the court thereon and also omit the second and third paragraphs of the answer and the ruling of the court on the demur thereto, February 23, 1924.

James Ingles
John Kendal
Isaac Carter
Attorneys for Plaintiff

Attest: Frank Tucker, Clerk.

GRAND AND PETIT JURORS, DRAWN FOR THE MARCH TERM, 1934.

BE IT REMEMBERED, That on the 26th day of February, 1934, Harry Thomson and John G. Shelton 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, 1934 of this Court, viz:

1. W. E. Alexander ---------- Guilford Township
2. Grover Ramsey ---------- Franklin Township
3. Ralph Barnes ---------- Guilford Township
4. Carl Tucker ---------- Eel River Township
5. Meda Scott ---------- Union Township
6. Jesse Barnes ---------- Liberty 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, 1934 of this Court, viz:

1. Alfred Cooper	Franklin Twp.	11. Clyde Gray	Marion Twp.
2. Thomas Durham	Eel River "	12. Emil Hadley	Guilford "
3. Ralph Jones	Middle "	13. William R. Swope	Liberty "
4. Carrell Kress	Middle "	14. Arlie Hawk	Brown "
5. Bert Hatcher	Guilford "	15. George D. Tucker	Union "
6. Charlie Layman	Clay "	16. Lee Worrell	Liberty "
7. Marvin Gardner	Middle "	17. Robert Edwards	Guilford "
8. Amos Smith	Franklin "	18. Max Sellers	Eel River "
9. William Hovermale	Center "	19. Jonathan Lowe	Union "
10. Ed Hubbard	Liberty "	20. Fred Smith	Eel River "

21. Hiner Warren------Lincoln Twp.
22. Leo Smith---------Lincoln "
23. Frank Wilson------Middle "
24. H. J. Ballard-----Guilford "
25. Glen Hampton------Franklin "
26. Leonard Mitchell------Center Twp.
27. Charles Kiser---------Franklin "
28. Alvey Hocker----------Union "
29. Merrill Denny---------Lincoln "
30. Lee Quinn-------------Liberty "

Attest: Frank Tucker, Clerk.

Monday Morning, March 5th, 1934.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the March Term, 1934, which term of Court was begun and continued at the Court House in the town of Danville, in the County and State aforesaid, commencing on Monday the 5th day of March, 1934, 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:

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 14035
WILBUR HADLEY, 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 and being duly advised, non-resident notice is now ordered, making the same returnable May 7th, 1934.

MILBER E. KENDALL.)
VS) # 14193
DON O. GARRISON.)

Comes now the defendant, First National Bank, by counsel, and files answer and cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.). And now the Court orders summons issued to the plaintiff, Milber E. Kendall, making the same returnable March 16th, 1934.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and the Court having seen and examined the defendant's motion for new trial, heretofore filed, and being duly advised, now overrules said motion, to which ruling of the Court the defendant duly excepts.

And now the defendant prays an appeal to the Supreme Court of Indiana. And the Court being duly advised, now grants said appeal and sixty days are given in which to file all bills of exceptions.

HARRY KASTAN)
VS) # 13937
BERTHA KASTAN)

Judgt. vs Pltf. for $1500.00 alimony at 6% Int. per annum, $300.00 Attys. Fees and $15.00 per week.
J. D. 16, Page 184.

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

The Court having heard the evidence and being duly advised in the premises now finds against the plaintiff upon his complaint and for the defendant upon her cross complaint and finds that said Bertha Kastan is entitled to an absolute divorce from said Harry Kastan. The Court further finds that said defendant and cross-complaint, Bertha Kastan, is entitled to the care and custody of the two minor children, namely; Murrell Kastan and Esther Lee Kastan. The Court further finds that said Bertha Kastan is entitled to recover of and from said Harry Kastan the sum of Fifteen Hundred Dollars as alimony and the Court further finds that a reasonable fee for defendant, Bertha Kastan's, Attorneys' is the sum of Three Hundred Dollars. It is therefore now considered, ordered and adjudged by the Court that the defendant and cross-complaint, Bertha Kastan, be granted an absolute divorce from said plaintiff, Harry Kastan, and that she have the care and custody of their two minor children, namely: Murrell Kastan and Esther Lee Kastan. And the Court now orders said Harry Kastan to pay to the Clerk of the Hendricks Circuit Court the sum of $15.00 per week for the support of said minor children. The first payment of support money to be made on Saturday, March 10 and the sum of $15.00 on each Saturday thereafter until the further order of the Court. It is further considered, ordered, adjudged and decreed by the Court that the defendant and cross-complaint, Bertha Kastan, recover of and from the plaintiff, Harry Kastan, the sum of Fifteen Hundred Dollars alimony. And the Court further orders that said alimony be paid in installments. That the first payment shall be in the sum of $150.00 on March 15, 1934 and the sum of $75.00 on the 15th day of each month thereafter until the principal is fully paid. It is further ordered by the Court that each of said payments of alimony shall draw interest at the rate of 6% per annum and that the interest on each payment of alimony shall be made at the time said payment is made. It is further ordered that said Harry Kastan give bond, as provided by law, to the approval of this Court to secure the payment of alimony provided in this order. The said Harry Kastan is now ordered to pay to plaintiff's Attorneys the sum of Three Hundred Dollars, same to be paid $100.00 at once and the balance of $200.00 to be paid in thirty days from this date. Said Harry Kastan is further ordered to pay the costs of this action taxed at $_____.

Charles V. Sears

Charles V. Sears, Special Judge.

CLAUDE PARNELL)
VS) # 14222
CORA M. PARNELL)

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

And the Court having seen and examined said affidavit now orders non-resident notice, making the same returnable, April 30th, 1934.

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 6th, 1934.

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, The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, by counsel, and files answer to interrogatories, which answer is in the words and figures following, to-wit: (H.I.).

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 14068
PEARLUS E. SMILEY, ET AL.)

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

CENA YORK)
VS) # 14136
RAYMOND GLEN YORK)

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 GARRETT)
VS) # 14191
JOHN DUVALL)
LEE NEWBY)

Comes now the defendant, John Duvall, by counsel, and files interrogatories to plaintiff, which interrogatories are in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said interrogatories, the plaintiff is now ruled to answer the same on or before March 15th, 1934.

RAYMOND R. MCDANIEL)
VS) # 13605 Judgt. vs Pltf. for costs.
EARL F. HITES) J. D. 16, Page 184.

Come now the plaintiff, by counsel, and this cause is 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, Raymond R. McDaniel, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

JULIA FEENEY)
VS) # 13952
TIMOTHY K. FEENEY)

It appearing to the Court that this cause has been settled, the same 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.

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 7th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

CHAPEL CEMETERY CO.)
VS) # 14190 Judgt. vs Pltf. for costs.
DESSIE O'HAIR THOMAS,) J. D. 16, Page 184.
ET AL.)

Come now the parties, by counsel, and upon motion of the plaintiff, 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, Chapel Cemetery Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MINNIE L. DAVIS, GUARDIAN) Judgt. vs Pltf. for 1/3 of costs and Judgt. vs Deft.
OF DAVID WESLEY DAVIS,) for 2/3 of costs.
Plaintiff) J. D. 16, Page 184.
VS.) DECREE CONFIRMING PARTITION
MINNIE L. DAVIS,) # 14197
Defendant)

Comes now the parties and come also C. Earl Kelley, Morris Peacock and Carl E. Logan, the commissioners heretofore appointed, to make partition of this cause rendered, the duly verified report of said commissioners, heretofore appointed to make partition of the real estate described in the interlocutory decree in this cause rendered is now filed and reads in the words and figures following:

"REPORT OF COMMISSIONERS

The undersigned, appointed by decree of said court in the cause above entitled, as commissioners to make partition among the owners thereof of the real estate described in the annexed warrant, respectfully report that after taking an oath for the faithful performance of their duties, which oath was administered to them as indorsed upon said warrant, they proceeded to view the said premises so ordered partitioned, and said real estate being in the county of Hendricks, State of Indiana, to-wit:

The south half of the southwest quarter of section 8 township 14, north range 1 East, containing 80 acres, more or less, Also,

The West half of the south east quarter of section 8, township 15, north range 1 East, containing 80 acres more or less, Also

The fractional North half of the south east fractional quarter of section 7, township 14, north range 1 East containing 83.32 acres, more or less, Also

The north half of the South West quarter, Section 8, township 14, north Range 1 East containing 80 acres, more or less,

And containing in all of the tracts above described 323.32 acres more or less, and after due inspection and consideration, they make partition thereof, in accordance with said order, and have set off and assigned in severalty to the owners in full of their respective interest therein, as specified in said warrant, the following described parts and parcels of said real estate, to-wit:

They have set off and assigned to the plaintiff, Minnie L. Davis, Guardian of David Wesley Davis, as the property of said David Westley Davis, a minor as his full one third

in value of all of said real estate, the following portion thereof, to-wit:

The fractional North Half of the South East fractional quarter of Section Seven (7), township fourteen (14) North, Range 1 (1) East, containing 83.32 acres, more or less, in Hendricks County, State of Indiana.

Said real estate as set off to him to be a complete settlement of all sums due him from all the business of the partnership, and said real estate so set off to him shall be free and discharged of any and all indebtedness of the partnership business, and of any liens on said lands except current taxes, all as set forth in court's decree.

They have set off and assigned to the defendant, Minnie L. Davis as her full two thirds in value of all of said real estate, the following portion, thereof, to-wit:

The south half of the southwest quarter of section 8, township 14, north range 1 East, containing 80 acres, more or less, Also,

The West half of the south east quarter of section 8 Township 15, North range 1 East, containing 80 acres 80 acres more or less, Also

The North half of the south west quarter, Section 8, township 14, north Range 1 East, containing 80 acres more or less,

And containing in all the tracts last above described 240 acres, more or less, all in Hendricks County, State of Indiana.

Said real estate so set off to said Minnie L. Davis shall be subject to all liens against said real estate, and any and all liens against the 83.32 acres tract set off to said David Wesley Davis, and is subject to the payment of all claims set forth in said Guardian's Report at page 7 thereof in the sum of $10,622.91, all as set forth in cout's decree.

And said commissioners submit herewith and annex hereto as part of this report a plat of the partition so made by them.

Said Commissioners further show to the court that they have necessarily been engaged ____days in the discharge of the duties of their trust, and in making such partition have incured the following expenses:

Transportation expense - - - - - - - - - - - - - $_____
C. Earl Kelley, services as Commissioner - - - $ 5.00
Morris Peacock, services as Commissioner - - - $ 5.00
Carl E. Logan, surveyor and services as Commissioner - $ 5.00

Total - - - - $15.00

And they ask proper allowance for their services, and that said expenses may be taxed as part of the costs of said partition.

Respectfully submitted:
(Signed) C. E. Kelley
(Signed) Morris Peacock
(Signed) Carl E. Logan
COMMISSIONERS

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

C. Earl Kelley, Morris Peacock and Carl E. Logan, each being duly sworn on oath says that the matters and facts set forth in the above report signed by them are true.

IN WITNESS WHEREOF, they hereunto subscribe their names this 6th day of March, 1934.

(Signed) C. E. Kelley
(Signed) Morris Peacock
(Signed) Carl E. Logan

Subscribed and sworn to before me this 6th day of March 1934.

(SEAL)
Frank Tucker
CLERK, HENDRICKS CIRCUIT COURT"

And no objection to said report being made or appearing, the court being sufficiently advised in relation thereto, now in all things approves and confirms the same.

It is therefore considered and adjudged by the court that the partition of said real estate so made and reported by said commissioners, be, and the same is hereby made firm and effectual between the parties; and each of said owners thereof shall take and hold in severalty the share by said report set off and assigned to him or her all as specified and set forth in said report, in full, and in lieu of his or her undivided interest heretofore held in all the real estate so partitioned and free and discharged from any claim or title thereto of any of his or her co-tenants, respectively.

And upon proof heard the court now makes the following allowances and orders the same taxed and paid as part of the costs of this proceeding:

To Horance L. Hanna for services as plaintiff's counsel -$ 100.00

To C. Earl Kelley for services as commissioner - - -$ 5.00

To Morris Peacock, for services as commissioner- - -$ 5.00

To Carl E. Logan, for services as commissioner - - -$ 5.00

To $ _____

Total - - - - - - - - - $

It is further ordered by the court that the costs of this action be paid by the parties thereto in proportion to their respective interest in said real estate so partition. All of which is now ordered, adjudged and decreed by the court.

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

A. J. Stevenson, Judge.

Thursday Morning, March 8th, 1934.

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

RAMSAHUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER &)
LIGHT CO., A CORP. ET AL.)

Comes now the defendant, Indianapolis Power & Light Company, by counsel, and files motion to make fifth amended complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

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

Chase Harding, Special Judge.

HERBERT HINNERS)
VS) # 14089
ALFRED JACKSON, ETC.)
THE JACKSON SONS CO.,)
MILTON STROUD)

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.). And comes also the defendants, by counsel, and by agreement of said parties, 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.

STATE OF INDIANA)
VS) # 7424 Judgt. vs Deft. for $50.00 and Costs.
WILLIAM LYTLE) J. D. 16, Page 185.

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 said defendant, William Lytle, now withdraws his plea of not guilty and enters his plea of guilty to the charge.

It is, therefore, now considered and adjudged by the Court that the defendant, William Lytle, 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 two slot machines found in the possession of the said defendant be destroyed.

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

T. J. Stevenson, Judge.

Friday Morning, March 9th, 1934.

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

STATE OF INDIANA)
Vs) # 7445
ELY GOLD)

Comes now, John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit State of Indiana, and files his verified petition herein asking for an order of Court to have a subpoena issued, as provided by law, to procure the attendance of Charles Landers, as a witness to testify for the State of Indiana in the above entitled cause, said trial to begin on the 14 day of March 1934, in the Hendricks Circuit Court. A copy of said petition being in words and figures following, to wit: (H.I.) and the Court having examined said petition and being fully advised and informed in the premises, finds that the petition should be granted and that said witness should be subpoened to testify in the above entitled cause.

It is therefore ordered and decreed by the Court that a subpoena beissued by the Clerk of the Hendricks Circuit Court, as provided by law, directed to the Warden of the Indiana Reformatory at Pendleton Indiana, commanding him to bring the witness named therein before the Court, and that the same be served as provided by law, in order that said witness may attend the trial of said cause and testify as a witness therein.

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 10th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

NELL K. MONTFORT)
VS) # 13811
JOHN L. PARTLOW, ET AL.)

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

THE MUTUAL BENEFIT)
LIFE INSURANCE CO.)
VS) # 14101
ELIZABETH WETHERALD)

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

THE PEERLESS FOUNDRY CO.)
VS) # 14219
J. ALVIN NEWMAN)

Comes now the plaintiff, by counsel, and upon its 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.

AMY NELL McHAFFIE)
VS) # 14205 - Order to Pay Suit Money. Judgt. vs Deft. for $7.00 per week.
ROBERT M. McHAFFIE) J. D. 16, Page 185.

Comes now the plaintiff, Amy Nell McHaffie, in the above entitled cause of action, and shows to the court that the above named defendant, Robert M. McHaffie, has been served with summons herein notifying him of the filing of this action and also of the filing of a petition for an allowance and asking for suit money, which summons was returnable on the 6th day of March, 1934, and is endorsed by the sheriff of Marion County, Indiana, showing service thereof, and which summons and said sheriff's endorsement thereon are in the following words and figures, to wit: (Here Insert)

And now on this 10th day of March, 1934, the court being satisfied that the defendant has been properly notified of the filing of such petition for suit money and for an allowance pending this action, does hear evidence on such petition, and having heard such evidence and being duly advised and informed in the premises, finds that the said plaintiff is entitled to an allowance and suit money pending the time when this action can be heard; that the matters and things set forth in such petition for an allowance and suit money are true and that the prayer of such petition should be granted.

It is therefore ordered and adjudged that the defendant, Robert M. McHaffie, pay into the hands of the Clerk of the Hendricks Circuit Court, for the use of the plaintiff, the sum of $7.00 on or before the 17th day of March, 1934, and $7.00 each and every week thereafter during the pendency of this action.

THE PLAINFIELD BUILDING)
AND LOAN ASSOCIATION.)
PLAINFIELD, INDIANA.)
VS) # 14120 Judgt. vs Deft., Harry F. Swain for Costs.
HARRY F. SWAIN AND) J. D. 16, Page 185.
IDA R. SWAIN, 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, Harry F. Swain and Ida R. Swain, his wife, and from which summons and the return of the sheriff endorsed thereon, the court finds that said defendant were duly served the process and notice of the pendency of this action more than ten days before the 22nd. day of November, 1933, the day fixed by the plaintiff by endorsement upon its complaint for said defendants to appear and answer the complaint herein. Said summons and sheriff's return endorsed thereon are as follows, to-wit:-(Here Insert).

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

And now the plaintiff dismisses this cause of action as to the defendant, Ida R. Swain.

This cause being at issue upon plaintiff's complaint and the default of defendant, Harry F. Swain, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

The court, having heard the evidence and being advised, finds for the plaintiff, that the allegations of its complaint are true, that on the first day of September, 1933, plaintiff was the owner in fee-simple of the real estate described in said complaint, as follows, to-wit:-

A part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, bounded as follows, to-wit:- Commencing at a point 4 chains and 88 links East of the Southwest corner of said Quarter Quarder and running thence North 5 chains and seventy three (73) links to the center of the Danville and Pittsboro Road; thence North 28,1/4 degrees west in the center of said road 3 chains and 44 links; thence North 12,1/2 degrees west in the center of said road 3 chains and 75 links to a stone; thence East with the section bearing 8 chains 7 links to a stone; thence South with the section bearing 10 chains and 84 links to a stone in the center of said road; thence North 76,1/4 degrees West 67 links; thence South 80,3/4 degrees West 1 chain and 17 links; thence South 53,1/2 degrees West 1 chain and 45 links (all in center of road) to the center of the Danville and Pittsboro Road; thence South 27 degrees East in the center of said road 95 links to the South line to said Quarter Quarter; thence West on said line 3 chains to the place of beginning, containing 7,51/100 acres, more or less, in Hendricks County, in the State of Indiana, and was then and at all times thereafter to November 23rd, 1934, the owner of said real estate and entitled to the possession thereof; that defendant, Harry F. Swain unlawfully held possession of said real estate on the said first day of September, 1933, and at all times thereafter until the said 23rd. day of November, 1933, when he vacated and surrendered to the plaintiff the possession thereof; that the plaintiff is entitled to recover of and from the said defendant, Harry F. Swain, the sum of $_____as and for its damages for the unlawful detention of said premises, and the costs and expenses of this action.

It is therefore considered and adjudged by the court that the plaintiff recover of and from the defendant, Harry F. Swain, the sum of $_____, together with the costs of this action taxed at $_____.

All of which is finally 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, March 12th, 1934.

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

ABE GREENSPAN)
VS) # 14041
ELI GMIL, ET AL.)

Come now the defendant, Dulberger and Dulberger, by counsel, and file motion to set aside judgment, which motion is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7181
WALTER DETAMORE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Walter Detamore, in his own proper person, and it appearing to the Court that the defendant is in default on the order heretofore made, the Court now orders said defendant, Walter Detamore, committed to Jail.

STATE OF INDIANA)
VS) # 7326
JESSIE ELMORE)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and it appearing to the Court that the defendant, Jessie Elmore, is in default of order heretofore made, bench warrant is now ordered issued to the Sheriff of Hendricks County for arrest of defendant, Jessie Elmore.

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 13th, 1934.

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

BLANCHE B. BROWN)
VS) # 14144
KENNETH HURST, ET AL.)

Come now the defendants, by counsel, and file motion to strike out parts of plaintiff's complaint, which motion is in the words and figures following, to-wit: (H.I.).

JOE L. SANDERS)
VS) # 14172
THE MERCER CASUALTY CO.,)
A CORP.)

Come now the defendants, by counsel, and file motion for continuance, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, this cause is continued until May Term, 1934.

MILDRED CHAPMAN)
VS) # 13569
ANCIL HAWKINS AND)
FRANK HAWKINS)

Comes now the defendant, by counsel, and files motion to make more specific, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, said motion is now sustained as to the first, second, third, fourth and seventh specifications to each of which rulings of the Court the plaintiff excepts, and the said motion is overruled as to fifth and sixth sepcifications, to which ruling of the Court the defendants except.

IMPANELLING OF THE PETIT JURY FOR THE MARCH TERM, 1934.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for duty Wednesday, March 14th, 1934, at 9:00 o'clock A. M.

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 14th, 1934.

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

EARL GARRETT)
VS) # 14191
JOHN DUVALL)
LEE NEWBY)

Comes now the plaintiff, by counsel, and files motion to set aside rule to answer interrogatories, which motion is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA)
VS) # 7445
ELY GOLD)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ely Gold, in his own proper person and by counsel, and the said defendant now in open Court, withdraws his plea of not guilty and enters his plea of guilty to the charge of receiving stolen goods.

The State of Indiana now dismisses its second paragraph of amended affidavit, and the Court takes this cause under advisement until April 2nd, 1934.

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 15th, 1934.

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

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

Come now again the parties, by counsel, and the Court having examined the plaintiff's motion for change of venue from the Judge, heretofore filed, and being duly advised in its premises, now sustains the same. And the Court now suggests the name of Judge Edgar A. Rice, Judge John W. Hornaday and Judge Paul E. Laymon as special Judge. And now the plaintiff strikes the name of Edgar A. Rice, and the defendant strikes the name of John W. Hornaday, and Paul E. Laymon remaining, the Court now appoints Paul E. Laymon as Special Judge to try said cause.

JIM BIRR, ET AL)
VS) # 14116 Judgt. vs Pltfs. for Costs.
ARTHUR L. FRESTER, ETC.) J. D. 16, Page 185.
ET AL.)

Comes now the parties in the above entitled cause, and plaintiff moves the court to dismiss said cause, and now said motion is sustained, and said cause be dismissed at Plaintiff's cost, taxed at $_____and _____cents.

GEORGE W. McHAFFIE)
JAMES M. McHAFFIE)
Plaintiffs,)
VS.) # 14235 Order for Non-residents Notice to
LEONA GREER) Certain Defendants.
BERTIE McHAFFIE)
MINNIE BELLE MASTERS)
MARY E. SHIEL)
FLORENCE CAROLINE PRINCE)
VIRGINIA BOGGESS)
JANE BENNETT BOGGESS)
MAUD WOODWARD BOGGESS,)
Defendants.)

Come now the plaintiffs in the above entitled cause of action and present and file the affidavit of Carey W. Gaston, one of the attorneys of record for the above named plaintiffs, setting forth therein that the defendants, Florence Caroline Prince, Virginia Boggess, Jane Bennett Boggess and Maud Woodward Boggess, are non-residents of the state of Indiana, and that they are necessary parties defendant to such action, which affidavit is in the following words and figures, to wit: (Here Insert).
And the court, having inspected said affidavit and being duly advised and informed in the premises, finds that said last named persons are non-residents of the state of Indiana, and that they are necessary parties to this action.

It is therefore ordered and adjudged by the court that the following named defendants, to wit: Florence Caroline Prince, Virginia Boggess, Jane Bennett Boggess and Maud Woodward Boggess, be notified by publication of notice for three successive weeks in a newspaper of general circulation throughout Hendricks County, Indiana, of the filing and pendency of this action and of the time and place where the same will be heard. And it is ordered by the court that said notice be returnable on the 15th day of May, 1934, the same being the 8th Judicial Day of the May term, 1934, of said court.

THE STATE LIFE INSURANCE)
COMPANY OF INDIANAPOLIS)
VS) # 14138 D E C R E E Judgt. vs Deft., Samuel J. Underwood, for $4355.01 and Costs.
SAMUEL J. UNDERWOOD, ET AL) J. D. 16, Page 186.

Come now the defendants Archie D. Wixon and Minnie L. Wixon by their counsel and file their answer herein, which answer is in the words and figures as follows, to-wit: (H.I.)

And now comes Frank Bartlett by his counsel and files his answer herein, which answer is in the words and figures as follows, to-wit: (H.I.)

And now comes the plaintiff by Edgar M. Blessing, its attorney, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause, which summons and the return of the sheriff endorsed thereon are in the words and figures as follows, to-wit: (H.I.)

That the defendant, Samuel J. Underwood, was duly served with summons herein for more than ten days prior to the 16th day of December, 1933, being the return day fixed by the plaintiff by endorsement on the complaint filed herein.

And now the said Samuel J. Underwood is three times loudly called in open court but comes not and herein wholly makes default.

And now this cause being at issue on the complaint, answers of the named defendants and default of Samuel J. Underwood, the same is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

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

The court further specifically finds that there is due to the plaintiff from the defendant, Samuel J. Underwood, the following sums, to-wit:

Principal----------	$3500.00
Interest----------	214.50
Abstract fee----------	10.00
Taxes----------	218.81
Additional interest from date of filing complaint	86.70
T O T A L ----------	$4030.01

The court further finds that a reasonable fee for plaintiff's attorney is the sum of $325.00 and that plaintiff is entitled to recover said sum as a part of this judgment.

The court further finds that Frank Bartlett has a judgment against his co-defendants, Archie D. Wixon and Minnie L. Wixon, which judgment is a lien upon the real estate described in plaintiff's complaint herein, but that said judgment is a subsequent and inferior lien to the mortgage lien of the plaintiff hereinafter ordered foreclosed.

The court further finds as alleged that the above indebtedness due the plaintiff herein is secured by a mortgage lien on the real estate in Hendricks County, State of Indiana, as hereinafter described; that the said mortgage was duly executed by the defendant, Samuel J. Underwood, unmarried, on the 14th day of November, 1930, at which time the said Samuel J. Underwood was the owner in fee simple of the real estate hereinafter described; that said mortgage was recorded in the Recorder's Office of Hendricks County, Indiana, in Mortgage Record 90 at page 80-83. That upon the filing of said mortgage for record said mortgage became and now is a first and paramount lien on the real estate hereinafter described, prior and superior to all claims of the defendants herein and hereto and to the claims of all persons claiming through any of said defendants since the commencement of this action.

The court further finds that the terms of said note and mortgage were breached in this to-wit: That when the interest on the principal debt and installment of principal became due on May 14th, 1933, the same was not paid and thereupon the plaintiff elected to declare due the entire principal balance together with interest thereon according to the terms of said note and mortgage.

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.

The court further finds that by the terms of the mortgage sought to be foreclosed herein that upon default in the payment of the indebtedness secured by the mortgage, or in the performance of any of the terms or conditions of said mortgage, the mortgageee shall become entitled as of right to the immediate possession of the mortgaged premises and to collect the rents, issues and profits thereof for the purpose of applying the same on the debt secured, or to have a receiver appointed for that purpose during the pendency of the proceedings for the foreclosure of plaintiff's mortgage and the running of the period allowed by law for the redemption of the real estate from a sale thereunder. And by the terms of said mortgage said mortgagor agreed that as additional and collateral security for the indebtedness secured by said mortgage to set over, transfer and assign to the mortgagee, until said indebtedness is paid and discharged all of the rents, issues and profits of the real estate hereinafter described.

The court further finds that by reason of the stipulation and agreements in said mortgage that plaintiff is entitled to have a receiver appointed for the real estate hereinafter described, and the court finds that Claude Gladden of Brownsburg, Indiana, should be appointed said receiver pending sale of the real estate and during the statutory period for redemption allowed by law.

It is, therefore, ordered, adjudged and decreed that the plaintiff have and recover of and from the defendant, Samuel J. Underwood, the sum of $4030.01 being principal, interest and advancements, together with the further sum of $325.00 for attorney fees, or a total of $4355.01 together with the costs accrued and accruing with 8% interest per annum from this date, all 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, State of Indiana, to-wit:

The West half of the East half of the Northeast Quarter of Section 9, Township 15 North, Range 2 West, estimated to contain 40 acres more or less;

Also, the West half of the Northeast Quarter of Section 9, Township 15 North, Range 2 West, except one acre in the Northwest corner thereof, bounded as follows: Beginning at the Northwest corner of said West half Quarter and running thence South 12 rods and 16 links; thence East 12 rods and 16 links; thence North 12 rods and 16 links; thence West 12 rods and 16 links to the place of beginning; containing, less said exception, 79 acres more or less; and in both of the above tracts, 119 acres, more or less;

be foreclosed and that the said real estate together with all the 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; the sale to be made without relief from valuation or appraisement laws free and clear of all claims of all defendants and of all persons claiming through them since the commencement of this suit, the 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 over-plus, if any there be, shall be paid by the sheriff to the Clerk of this court for the benefit of other lien holders and the persons lawfully entitled to receive the same.

It is further ordered, adjudged and decreed that Claude 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 $1,000.00.

It is further ordered that a certified copy of this decree under the hand and seal of this Clerk, 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; and it is further ordered that if any person, after the execution of said sheriff's deed, shall fail or refuse to surrender possession of said real estate to the holder of said sheriff's deed, 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 refusing to yield possession.

All of which is now fully ordered, adjudged and decreed.

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

C. J. Stevenson, Judge.

Friday Morning, March 16th, 1934.

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

ROGER COOK)
VS) # 13667 Judgt. vs Pltf. for Costs.
WALTER ST. CLAIR) J. D. 16, Page 186.

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, Roger Cook, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LAURA PATTERSON)
VS) # 14229 Judgt. vs Pltf. for Costs.
NATIONAL FURNITURE CO.) J. D. 16, Page 186.

Comes now the plaintiff, by counsel, and moves the Court to dismiss this action. And now the Court sustains said motion and this cause is 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, Laura Patterson, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

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

Saturday Morning, March 17th, 1934.

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

CARRIE A. BEGGS)
VS) # 14152
ELLIS E. SLUSS)

Comes now the defendant, Ellis E. Sluss, by counsel, and files supplemental answer and cross-complaint, which supplemental answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

And now the Court orders summons issued to cross-defendants, making the same returnable March 31st, 1934.

AMERICAN CENTRAL LIFE)
INSURANCE COMPANY OF)
INDIANAPOLIS, INDIANA.)
VS)# 14225
WALTER THOMPSON, ET AL.)

Come now the parties, in person and by counsel, and cause is presented on petition for appointment of a receiver.

And the Court having heard all the evidence in this cause, now takes the same under advisement.

AMERICAN CENTRAL LIFE)
INSURANCE COMPANY, PLAINTIFF)
VS.)# 13478 ORDER CONFIRMING REPORT.
AUBREY C. JONES, SARAH A. JONES,)
I. PORTER SMITH, PITTSBORO STATE)
BANK, DEFENDANTS)

This cause coming on to be heard on the motion to confirm the final report of the receiver herein; and the court finding said report correct, and that said receiver has fully obeyed the orders of the court to him issued.

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 the court finds that the balance of $36.69 which is now in the hands of the receiver is due and owing the American Central Life Insurance Company of Indianapolis, Indiana, and said sum is ordered paid to said company by said receiver, and further finds that the balance of $21.41 due on the promissory note executed February 18, 1932, by W. P. Webb to said receiver is due and owing the American Central Life Insurance Company of Indianapolis and said note is ordered endorsed to said company by said receiver; and said Vern H. Brainard, receiver, is discharged from his duties, liabilities, and responsibilities as such receiver, and his undertaking is vacated and canceled.

Saturday, March 17th, 1934, and the 12th day of the March Term, 1934.

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

A. J. Stevenson, Judge.

Monday, March 19th, 1934, and the 13th day of the March Term, 1934.

Monday Morning, March 19th, 1934.

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

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

A. J. Stevenson, Judge.

Tuesday Morning, March 20th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA)
VS) # 7450
CARL G. ELMORE)

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 said defendant, Carl G. Elmore, being duly arraigned in open Court, for his plea says that he is guilty.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY)
VS) # 14102
ADA B. CREWS, ET AL.)

Comes now the defendant, Ada B. Crews, by counsel, and withdraws first paragraph of amended answer. And defendant, Evans DeVore And Company comes, by counsel, and files answer to the complaint as follows: (Here Insert).

And now comes the plaintiff, by counsel, and files second paragraph of reply to second paragraph of amended answer of defendant, Ada B. Crews, which second paragraph of reply is in the words and figures following, to-wit: (H.I.). Said plaintiff also files answer to cross-complaint of defendant, Ada B. Crews, which answer is in the words and figures following, to-wit: (H.I.).

And now said defendant, Ada B. Crews, 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 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 a part of the evidence in this cause, said cause is now continued to Wednesday, March 21st, 1934.

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation, Plaintiff

-vs-

MAY NORRIS, Administratrix of the estate of Elizabeth Wetherald, deceased,
CHARLES WETHERALD,
EMMA WETHERALD, his wife,
JAMES WETHERALD, unmarried,
BLAINE WETHERALD,
MAMIE WETHERALD, his wife,
LAWRENCE WETHERALD, unmarried, a minor,
RICHARD WETHERALD, unmarried, a minor,
MARION WETHERALD, unmarried,
ROBERT WETHERALD, unmarried, a minor,
NEAL WETHERALD, unmarried, a minor,
CARL WETHERALD,
EVA WETHERALD, his wife,
MAUDE LYTLE,
EDIE LYTLE, her husband,
BESSIE WETHERALD, unmarried,
GERTRUDE CARSON,
WALTER CARSON, her husband,
CARRIE SAMPLE,
HARLAND SAMPLE, her husband,

Cause No. 14101

Judgt. in favor of The Mutual Benefit Life Insurance Company, A. Corp. for $14,410.16 and to recover costs.

J. D. 16, Page 186.

MARION ISFALT,
OSCAR MATER,
HAROLD SPENCER,
W. GRANT RILEY, Executor of the last will and testament of Albert S. Wetherald, deceased,
MARY WETHERALD,
WALTER G. CROSE,
Defendants.

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, by Howard A. Sommer, and Zimri E. Dougan, its attorneys; comes also the defendant, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, by Ira M. Sharp, his attorney, and Walter G. Crose, by Otis E. Gulley, his attorney.

And it appearing to the satisfaction of the court by the summonses heretofore issued in this cause to the sheriffs of Clinton county, Indiana, Boone County, Indiana, and Marion County, Indiana, together with the returns of the sheriffs endorsed thereon, which summonses and sheriff's returns are in the words and figures following, to-wit: (H.I.)' that the defendants, May Norris, Administratrix of the estate of Elizabeth Wetherald, deceased, Charles Wetherald, Emma Wetherald, James Wetherald, unmarried, Blaine Wetherald, Mamie Wetherald, his wife, Lawrence Wetherald, unmarried, a minor, Richard Wetherald, unmarried, a minor, Marion Wetherald, unmarried, Robert Wetherald, unmarried, a minor, Neal Wetherald, unmarried, a minor, Maude Lythe, Eddie Lytle, her husband, Bessie Wetherald, unmarried, Gertrude Carson, Walter Carson, her husband, Carrie Sample, Harland Sample, her husband, Marion Isfalt, Oscar Mater, Harold Spencer, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, Mary Wetherald, and Walter G. Crose, have been duly served with process of the Boone Circuit Court more than ten days prior to the return day as fixed by plaintiff by endorsement on its complaint and as fixed in said summonses.

And it further appearing to the satisfaction of the court that the defendants, Carl Wetherald and Eva Wetherald, his wife, have been given due notice of the filing and pendency of this action by publication in the The Reporter, a newspaper of general circulation, printed and published in the English language in the city of Lebanon, Boone County, in the State of Indiana, the first of which said publications was made on the 11th day of April, 1932, and the last of which said publications was made on the 25th day of April, 1932, that being more than thirty days prior to the 4th day of June, 1932, that being the date fixed by the plaintiff for the defendants to appear and answer to the complaint, which notice by publication and the proof thereof are in the words and figures following, to-wit: (H.I.).

And the plaintiff having heretofore filed its affidavit in the Boone Circuit Court for change of venue and this cause having been sent to this court for trial, finding and judgment and the transcript of the Clerk of the Boone Circuit Court having been filed, the defendants May Norris, Administratrix of the estate of Elizabeth Wetherald, deceased, Charles Wetherald, Emma Wetherald, his wife, James Wetherald, unmarried, Blaine Wetherald, Mamie Wetherald, his wife, Marion Wetherald, unmarried, Carl Wetherald, Eva Wetherald, his wife, Maude Lytle, Eddie Lytle, her husband, Bessie Wetherald, unmarried, Gertrude Carson, Walter Carson, her husband, Carrie Sample, Harland Sample, her husband, Marion Isfalt, Oscar Mater, Harold Spencer, and Mary Wetherald, being in default for answer are now three times audibly called in open court but come not, and herein wholly make default.

And the plaintiff now suggests the minority of Lawrence

Wetherald, Richard Wetherald, Robert Wetherald and Neal Wetherald, certain of the defendants herein, and moves the court that a Guardian ad litem for said minor defendants be appointed. And the court does now appoint Archie J. Kahl as such Guardian ad litem for the defendants, Lawrence Wetherald, Richard Wetherald, Robert Wetherald, and Neal Wetherald; and comes now Archie J. Kahl as such Guardian ad litem and accepts his appointment as such, and files his answer for and on behalf of said minors as Guardian ad litem, which answer reads in the words and figures following, to-wit:- (H.I.).

And the defendant W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, having filed his petition to stay plaintiff's proceeding, and the plaintiff having filed its demurrer thereto, the court being fully advised in the premises now sustains said plaintiff's demurrer to the application of the defendant, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, to stay said proceeding, to which ruling of the court the said defendant, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, excepts, and the defendant, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, now files his answer in general denial to plaintiff's complaint, which answer reads in the words and figures following, to-wit: (H.I.). And the defendant, Walter G. Crose, now files his answer in the words and figures as follows, to-wit: (H.I.).

This cause now being at issue upon plaintiff's complaint, the answer of the defendant, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, the answer of Archie J. Kahl as Guardian ad litem for the defendants, Lawrence Wetherald, Richard Wetherald, Robert Wetherald and Neal Wetherald, and the answer of the defendant, Walter G. Crose, and the remaining defendants being in default for answer, the same is on plaintiff's motion 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, now finds for the plaintiff that the material allegations of plaintiff's complaint are true, and that one Albert S. Wetherald became indebted to the plaintiff, and made and delivered to the plaintiff his certain promissory note date on the 20th day of October, 1924, and thereby promised to pay this plaintiff, on the 1st day of September, 1929 the sum of $14,500.00 with interest thereon at the rate of 5% per annum, payable semi-annually on the 1st days of March and September of each year, according to the tenor and effect of ten interest coupon notes attached to the said principal note with interest thereon at the rate of 8% per annum on any installment of interest which shall not have been paid when due and on the said principal sum as evidenced by the said principal note after the same shall become due and payable, without relief from valuation or appraisement laws of the state of Indiana, and with 5% attorneys' fees.

And the court further finds that, to secure the prompt and punctual payment of the said principal note and interest coupon notes as the same should become due and payable, and any extension thereof, the said Albert S. Wetherald and Elizabeth Wetherald, his wife, made and delivered to the plaintiff their certain mortgage dated on the 20th day of October, 1924, and did thereby mortgage and warrant to the plaintiff certain real estate in Boone county, Indiana, owned by them and described in plaintiff's complaint herein. That said mortgage was duly acknowledged by the mortgagors on the 20th day of October, 1924, before a Notary Public in and for Montgomery county, in the state of Indiana, and thereafter duly filed for record on the 21st day of October, 1924, at 2:00 o'clock P. M.

and recorded in book 83 at page 86 of the official mortgage records in the office of the county recorder of Boone county, in the State of Indiana.

The court further finds that the ten interest coupon notes attached to the principal note and dated on the 20th day of October 1924, and calling for the sum of $362.50 were paid to the plaintiff, but the principal sum was not paid by Albert S. Wetherald or Elizabeth Wetherald, or either of them, on the due date thereof, to-wit: on the 1st day of September, 1929, and thereafter on the 20th day of September, 1929 it was agreed by and between the plaintiff and Albert S. Wetherald and Elizabeth Wetherald, that the time for payment of the principal sum of $14,500.00 should be extended to the 1st day of September, 1934, with interest thereon at the rate of 5% per annum, payable semi-annually. It was further agreed that the sum of $300.00 should be paid on the principal of said note on the 1st day of September, 1930; $300.00 on the 1st day of September, 1931; $300.00 on the 1st day of September 1932 and $300.00 on the 1st day of September, 1933. That pursuant to the said agreement the said Albert S. Wetherald and Elizabeth Wetherald executed their certain extension agreement dated on the 20th day of September, 1929, wherein they promised and agreed to pay to the plaintiff, The Mutual Benefit Life Insurance Company, on the 1st day of September, 1934, the principal sum of $14,500.00 with interest thereon at the rate of 5% per annum, payable semi-annually on the 1st days of March and September of each year, according to the tenor and effect of ten interest coupon notes attached thereto, each calling for the payment of $362.50. The court further finds that it was agreed by the terms of said extension agreement that the sum of $300.00 should be paid on the principal of said note on the 1st day of September, 1930; $300.00 on the 1st day of September, 1931; $300.00 on the 1st day of September, 1932, and $300.00 on the 1st day of September, 1933.

The court further finds that after the execution of said note, extension agreement and mortgage, that Albert S. Wetherald and Elizabeth Wetherald, his wife, requested this plaintiff to release a portion of the real estate hereinafter described from the lien of the said mortgage in its favor, and that thereafter and pursuant to the request so made, the plaintiff herein as party of the first part and in consideration of the payment of $2900.00 to the said plaintiff, made and executed to Albert S. Wetherald and Elizabeth Wetherald, his wife, as parties of the second part, on the 27th day of March, 1930, a release and quitclaim to the following described real estate situate in the county of Boone and state of Indiana, to-wit:-

A part of the West half of the Northwest quarter of Section 22, Township 20 North, Range 2 West, described as follows: Beginning at the Northwest corner of said Section 22, and running thence East 20.17 chains, thence South 30.06 chains, thence West 2.77 chains to the East line of the Right-of-way of the C.C.C. & St. Louis Railway, thence northwesterly with said line 27 chains to the West line of Section 22, thence North 8.20 chains to the place of beginning, and containing 41.60 acres, more or less.

The court further finds that said instrument of release and quitclaim was duly executed by The Mutual Benefit Life Insurance Company, by Herman G. Hornfeck, Vice-President and attested by Harry H. Allen, Secretary, and the corporate seal attached thereto; that the execution of said instrument was acknowledged by Herman G. Hornfeck, Vice-President of The Mutual Benefit Life Insurance Company on the 27th day of March, 1930, before Gustav A. Hornfeck, a notary public in and for the County of Essex, and state of New Jersey, and that said instrument of release and quitclaim was thereafter duly recorded on the 25th day of April, 1930, in Miscellaneous Record 24 at page 215 thereof, in the office of the Recorder of Boone county, state of Indiana.

The court further finds that after the execution of said note, exten-

sion agreement and mortgage, that Albert S. Wetherald and Elizabeth Wetherald, his wife, requested the plaintiff to release a portion of the real estate hereinafter described from the lien of the said mortgage in its favor, and that thereafter and pursuant to the request so made, the plaintiff herein as party of the first part and in consideration of the payment of $200.00 to the said plaintiff, made and executed to Albert S. Wetherald and Elizabeth Wetherald, his wife, as party of the second part, on the 23rd day of April, 1930, a release and quitclaim to the following described real estate situated in the county of Boone, and state of Indiana, to-wit:-

Parcel Number 1: Situated in the northeast quarter of the southwest quarter of section 22, township 20 north, range 2 west, more particularly described as follows: From a stone at the southeast corner of the southwest quarter of the southeast quarter of said section 22, measure westerly 172.5 feet along the south line of said section, thence deflecting 49 degrees 54 minutes to the right measure northwesterly 1811.4 feet along the line parallel with and 55 feet distant measure southwesterly at right angles to the center line of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company's present main tract to a point in the east line of the northeast quarter of the southwest quarter of said section 22 for a place of beginning, thence continuing the last described course measure 1648.4 feet to a point in the north line of the northeast quarter of the southwest quarter of said section, thence deflecting 129 degrees 45 minutes to the right measure easterly along said north line to a point in said Railway Company's present southwesterly property line, thence deflecting 50 degrees 15 minutes to the right measure southeasterly 1592 feet along said southwesterly property line which is parallel with and 27 feet distant measure southwesterly at right angles to said center line of main tract to a point in the east line of the northeast quarter of the southwest quarter of said section, thence deflecting 40 degrees 16 minutes to the right measure southerly 43.3 feet along said east line to the place of beginning and containing 1.04 acres, more or less.

Parcel Number 2:- Situated in the west half of the Northwest quarter of Section 22, township 20 north, range 2 west, more particularly described as follows: From a stone at the southeast corner of the southwest quarter of the southeast quarter of said section 22 measure westerly 172.5 feet along the south line of said section, thence deflecting 49 degrees 54 minutes to the right measure northwesterly 3891 feet along the line parallel with and 55 feet distant measure southwesterly at right angles to the center line of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company's present main track to a point in the east line of the southwest quarter of the northwest quarter of said section 22 for a place of beginning, thence continuing the last described course measure 898.6 feet, thence measure northwesterly 309.8 feet along a curve to the left having a radius of 68699.9 feet and parallel with and 55 feet distant measure southwesterly at right angles to said center line of main track, thence on a tangent to the last described course measure 858.4 feet along a line parallel with and 55 feet distant measure southwesterly at right angles to said center line of main track to a point in the west line of said section 22, thence deflecting 40 degrees 2 minutes to the right measure northerly 43.5 feet along said west line, thence deflecting 139 degrees 58 minutes to the right measure southeasterly 891.7 feet along said Railway Company's present southwesterly property line which is parallel with and 27 feet distant measure southwesterly at right angles to said center line of main track, thence measure southeasterly 309.9 feet along said southwesterly property line which is on a curve to the right have a raidus of 68727.9 feet, thence on a tangent to the last described course meansure southeasterly 865 feet along said southwesterly property line to a point in the east line of the southwest quarter of the northwest quarter of said section 22, thence deflecting 39 degrees 48 minutes to the right measure southerly 43.7 feet along said east line to the place of beginning and containing 1.33 acres, more or less.

The court further finds that said instrument of release and quitclaim was duly executed by The Mutual Benefit Life Insurance Company, by Herman G. Hornfeck, Vice-President and attested by Harry H. Allen, Secretary, and the corporate seal attached thereto; that the execution of said instrument was acknowledged by Herman G. Hornfeck, Vice-President of The Mutual Benefit Life Insurance Company on the 29th day of April, 1930, before Gustav A. Hornfeck, a notary public in and for the county of Essex, and state of New Jersey, and that said instrument of release and quitclaim was thereafter duly recorded on the 8th day of May, 1930, in Miscellaneous Record 24 at page 230 thereof, in the office of the Recorder of Boone county, state of Indiana.

The court further finds that since the execution of the note, extension agreement and mortgage hereinabove described, the said Albert S. Wetherald, who signed the said note, extension agreement and mortgage, died testate on or about the 16th day of December 1930, and that under and by virtue of the terms of his last will and testament which is recorded in Will Record No. 6 at pages 489-490 in the Clerk's office of Boone county, Indiana, one Elizabeth Wetherald, then in life but now deceased, and the defendants, James Wetherald, Blaine Wetherald, Gertrude Carson, Carrie Sample, Mary Wetherald and Charles Wetherald were named and designated as devisees and legatees.

The court further finds that said defendants and each of them are claiming some right, title and interest in and to the real estate in plaintiff's mortgage described as legatees and devisees under and by virtue of the terms of said last will and testament of said Albert S. Wetherald, but that such right, title or interest as said defendants have or claim to have is junior, inferior and subordinate to the right, title and interest of this plaintiff, under and by virtue of the terms of the said mortgage in its favor.

And the court further finds that said Albert S. Wetherald left as his sole and only heirs at law his widow, Elizabeth Wetherald, then in life but now deceased, and the following named children, to-wit: Charles Wetherald, intermarried with Emma Wetherald, James Wetherald, unmarried, Blaine Wetherald, intermarried with Mamie Wetherald, Gertrude Carson intermarried with Walter Carson, Carrie Sample intermarried with Harland Sample, and the following named grandchildren, to-wit:- Wawrence Wetherald, Richard Wetherald, Marion Wetherald, Robert Wetherald, Neal Wetherald, children of a deceased son, Oscar Wetherald, who died prior to the date of the death of said Albert S. Wetherald, and the following named grandchildren, to-wit:- Carl Wetherald, intermarried with Eva Wetherald, Maude Lytle, intermarried with Eddie Lytle, and Bessie Wetherald, children of a deceased son, Lenley Wetherald, who died prior to the death of said Albert S. Wetherald. That said Albert S. Wetherald left no other child or children, no adopted child or children, nor the descendant, or descendants of any other deceased child or children, nor of any deceased adopted child or children, him surviving.

The court further finds that the above named and designated heirs at law of said Albert S. Wetherald, deceased, are claiming some right, title or interest in and to the real estate herein described in plaintiff's mortgage as such heir or heirs at law, or otherwise, the exact nature of which is to the plaintiff unknown, but such interest as the said defendants have or claim to have is junior, inferior and subordinate to the right, title and interest of this plaintiff, under and by virtue of the terms of the said mortgage in its favor.

The court further finds that the defendants, Emma Wetherald, Mamie Wetherald, Eva Wetherald, Eddie Lytle, Walter Carson, and Harland Sample, are the spouses of the respective heirs at law of said Albert S. Wetherald, deceased, to-wit: Charles Wetherald, Blaine Wetherald, Carl Wetherald, Maude Lytle, Gertrude Carson, and Carrie Sample, and as such spoumes of said heirs at law of Albert S. Wetherald, deceased, are claiming some right, title or interest in and to the real estate described in plaintiff's mortgage, but such interest as the said defendants, as spouses of said heirs at law have, or claim to have in and to said real estate is junior, inferior and subordinate to the right, title and interest of the plaintiff under and by virtue of the terms of the said mortgage in its favor.

The court further finds that the defendant, W. Grant Riley is the duly appointed, qualified and acting executor of the estate of Albert S. Wetherald, under and by virtue of the appointment of the Boone Circuit Court, and that as such executor of the last will and testament of Albert S. Wetherald, deceased, claims some right, title or interest in and to the real estate described in plaintiff's complaint as said executor of the estate of Albert S. Wetherald, deceased, but such interest as the said defendant has or claims to have, is junior, inferior and subordinate to the claim and interest of the plaintiff under and by virtue of the terms of the said mortgage in its favor.

The court further finds that the sum of $2900.00 was paid for and

on account of the principal of said note herein described on the 27th day of March, 1930, and that the further sum of $200.00 was paid on account of the principal of said note on the 12th day of May, 1930, and that the payment on the principal of said note due under the terms of said extension agreement on the 1st day of September 1930, in the sum of $300.00 was paid on the 5th day of December, 1930, together with accumulated interest thereon in the sum of $6.14.

The court further finds that the first four interest coupon notes attached to the said extension agreement, executed by said Albert S. Wetherald and Elizabeth Wetherald, his wife, dated on the 20th day of September 1929 and calling for the payment of $362.50 were paid on or prior to the due date thereof, but the interest coupon note attached to the said extension agreement executed by Albert S. Wetherald and Elizabeth Wetherald, his wife, on the 20th day of September 1929, and calling for the sum of $362.50 due on the 1st day of September 1931 and upon which by reason of the payments on the principal hereinbefore set forth, there was due the sum of $277.50 was not paid on the due date thereof, to-wit: on the 1st day of Setpember, 1931, by the defendants or either of them and the said defendants and each of them have wholly failed and neglected to pay the installment of interest due on the 1st day of Setpember, 1931, which said installment of interest in the amount of $277.50 remains due and wholly unpaid. The court further finds that the installment due for and on account of the principal on the 1st day of September 1931 in the sum of $300.00 was not paid on the due date thereof. The court further finds that by reason of the default in the payment of the interest when due on the 1st day of September 1931 and by reason of the default in the payment of the sum of $300.00 due on the principal of said note, under and by virtue of the terms of said note, mortgage and extension agreement that the remaining principal sum of $11,100.00 became due and payable, and that there is now due the plaintiff the principal sum of $11,100.00 together with interest thereon in the amount of $277.50 due on the 1st day of September, 1931, with interest on both of said sums from said date to-wit, September 1, 1931, at the rate of 8% per annum until paid, without relief from valuation or appraisement laws.

The court further finds that since the execution of said note, mortgage and extension agreement, plaintiff has been the owner and holder of the said principal note, said extension agreement, and of the said mortgage.

The court further finds that the plaintiff is entitled to have and recover on the note, mortgage, and extension agreement sued upon in this action the sum of $13,699.58 as principal and interest; that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $21.00, and that interest on said advancement has accrued to the amount of $3.38, and that plaintiff is entitled to recover for abstracting and interest thereon the sum of $24.38; that plaintiff has been obliged to emply attorneys to enforce the collection of the said note and mortgage, and that said note provides for an attorney's fee of 5% in case it became necessary to foreclose such mortgage, and that a reasonable fee for such attorney is $686.20; and that plaintiff is entitled to recover the total sum of $14,410.16 without relief from valuation or appraisement laws, and is entitled to have judgment for that amount, and that said sums are secured by the mortgage in plaintiff's complaint described, which mortgage plaintiff is entitled to have foreclosed against the defendants and each of them.

The court further finds that the defendant, May Norris, administratrix of the estate of Elizabeth Wetherald, deceased, is the duly appointed, qualified

and acting administratrix of the said estate, under and by virtue of an order of appointment of the Boone Circuit Court of Boone County, Indiana, and that as such administratrix is claiming some right, title or interest in and to the real estate described in plaintiff's mortgage, but such interest as the said defendant has or claims to have, is junior, inferior and subordinate to the claim and interest of the plaintiff under the said mortgage in its favor.

The court further finds that the defendant, Walter G. Crose, claims some right, title or interest in and to the real estate herein described in plaintiff's mortgage by reason of a certain judgment recovered by said defendant, Walter G. Crose against the defendant Blaine Wetherald, in the name and style of Blain Wetherald, in the Marion Circuit Court of Marion County, Indiana, on the 6th day of February, 1931, in the sum of $2971.50 with interest at the rate of 8% per annum from said date, and that on the 24th day of February 1931 a transcript of said judgment was filed in the office of the Clerk of Boone Circuit Court and duly recorded in Miscellaneous Order Book No. 7 at page 75 and enter in said Clerk's office in Judgment Docket 21 at page 277, but that such right, title or interest as the said defendant has or claims to have, under and by virtue of the said judgment is junior, inferior and subordinate to the right, title and interest of the plaintiff, under the terms of the said mortgage in its favor.

The court further finds that the defendants, Marion Isfalt, Oscar Mater and Harold Spencer, claim some right, title or interest in the premises described in plaintiff's mortgage by reason of a certain rental contract, or otherwise, the exact nature of which plaintiff is not informed, but such interest as the said defendants have or claim to have is junior, inferior and subordinate to the claim and interest of the plaintiff, under and pursuant to the terms of the said mortgage in its favor.

And the court further finds that the interest of each and every of the said defendants in junior, inferior and subordinate to the interest of the plaintiff by reason of the said mortgage in its favor.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff have and recover the sum of $14,410.16, of which said sum $686.20 is for plaintiff's attorneys' fees, with its costs and accruing costs, all without relief from valuation and appraisement laws, said judgment to draw interest at the rate of 8% from and after the date of its rendition, March 20th, 1934.

It is further considered, ordered, adjudged and decreed by the court that the equity of redemption of the defendants, May Norris, Administratrix of the estate of Elizabeth Wetherald, deceased, Charles Wetherald, Emma Wetherald, his wife, James Wetherald, unmarried, Blaine Wetherald, Mamie Wetherald, his wife, Lawrence Wetherald, unmarried, a minor, Richard Wetherald, unmarried, a minor, Marion Wetherald, unmarried, Robert Wetherald, unmarried, a minor, Neal Wetherald, unmarried, a minor, Carl Wetherald, Eva Wetherald, his wife, Maude Lytle, Eddie Lytle, her husband, Bessie Wetherald, unmarried, Gertrude Carson, Walter Carson, her husband, Carrie Sample, Harland Sample, her husband, Marion Isfalt, Oscar Mater, Harold Spencer, W. Grant Riley, Executor of the last will and testament of Albert S. Wetherald, deceased, Mary Wetherald and Walter G. Crose, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate in Boone County, Indiana, to-wit:-

The Southeast quarter of the Southeast quarter of Section 21; also, the West half of the Northwest quarter of Section 22; also, the North half of the South-

west quarter of said Section 22; also, the Southwest quarter of the Southwest quarter of said Section 22, all in Township 20 North, Range 2 West, containing in all 240 acres, more or less,

excepting the following described portion of said above described real estate, to-wit:-

A part of the West half of the Northwest quarter of Section 22, Township 20 North, Range 2 West, described as follows: Beginning at the Northwest corner of said Section 22, and run thence East 20.17 chains, thence South 30.06 chains, thence West 2.77 chains to the East line of the Right-of-way of the C.C.C. & St. Louis Railway, thence northwesterly with said line 27 chains to the West line of Section 22, thence North 8.20 chains to the place of beginning, and containing 41.60 acres, more or less,

and also excepting the following described portion of the said above described real estate,

to-wit:-

Parcel Number 1: Situated in the Northeast quarter of the southwest quarter of section 22, township 20 north, range 2 west, more particularly described as follows: From a stone at the southeast corner of the southwest quarter of the southeast quarter of said section 22, measure westerly 172.5 feet along the south line of said section, thence deflecting 49 degrees 54 minutes to the right measure northwesterly 1811.4 feet along the line parallel with and 55 feet distant measure southwesterly at right angles to the center line of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company's present main track to a point in the east line of the northeast quarter of the southwest quarter of said section 22 for a place of beginning, thence continuing the last described course measure 1648.4 feet to a point in the north line of the northeast quarter of the southwest quarter of said section, thence deflecting 129 degrees 45 minutes to the right measure easterly along said north line to a point in said Railway Company's present southwesterly property line, thence deflecting 50 degrees 15 minutes to the right measure southeasterly 1592 feet along said southwesterly property line which is parallel with and 27 feet distant measure southwesterly at right angles to said center line of main tract to a point in the east line of the northeast quarter of the southwest quarter of said section, thence deflecting 40 degrees 16 minutes to the right measure southerly 43.3 feet along said east line to the place of beginning and containing 1.04 acres, more or less.

Parcel Number 2:- Situated in the west half of the northwest quarter of Section 22, township 20 north, range 2 west, more particularly described as follows:- From a stone at the southeast corner of the southwest quarter of the southeast quarter of said section 22 measure westerly 172.5 feet along the south line of said section, thence deflecting 49 degrees 54 minutes to the right measure northwesterly 3891 feet along the line parallel with and 55 feet distant measure southwesterly at right angles to the center line of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company's present main track to a point in the east line of the southwest quarter of the northwest quarter of said section 22 for a place of beginning, thence continuing the last described course measure 898.6 feet, thence measure northwesterly 309.8 feet along a curve to the left having a radius of 68699.9 feet and parallel with and 55 feet distant measure southwesterly at right angles to said center line of main track, thence on a tangent to the last described course measure 858.4 feet along a line parallel with and 55 feet distant measure southwesterly at right angles to said center line of main tract to a point in the west line of said section 22, thence deflecting 40 degrees 2 minutes to the right measure northerly 43.5 feet along said west line, thence deflecting 139 degrees 58 minutes to the right measure southeasterly 891.7 feet along said Railway Company's present southwesterly property line which is parallel with and 27 feet distant measure southwesterly at right angles to said center line of main tract, thence measure southeasterly 309.9 feet along said southwesterly property line which is on a curve to the right having a raidus of 68727.9 feet, thence on a tangent to the last described course measure southeasterly 865 feet along said southwesterly property line to a point in the east line of the southwest quarter of the northwest quarter of said section 22, thence deflecting 39 degrees 48 minutes to the right measure southerly 43.7 feet along said east line to the place of beginning and containing 1.33 acres, more or less,

and all of the right, title, interest, and claim of said named defendants, and each of them, and of all persons claiming from, under, or through them, or any or either of them, in and to the said real estate, or so much thereof as may be necessary, shall be sold by the Sheriff of Boone county, Indiana, as lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws, and the proceeds of such sale to be applied as follows:-

1. To the payment of costs and accruing costs;
2. To the payment of the plaintiff's judgment herein, with interest thereon at 8% from March 20th 1934.
3. The overplus, if any, shall be paid to the Clerk of this court, for the use of the party, or parties, lawfully entitled or authorized to receive the same under order of court.

It is further ordered by the court that the matter of the application for appointment of a receiver for the real estate herein and in plaintiff's mortgage described be continued until after sale of the real estate.

It is further ordered by the court that a certified copy of this judgment and decree under the hands of the Clerk and the seal of this court be issued to the Sheriff of Boone County, Indiana, and the same shall be his authority to proceed hereunder.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, March 21st, 1934, and the 15th day of the March Term, 1934.

Wednesday Morning, March 21st, 1934.

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

SALES SERVICE CORP. ETC.)
VS) # 13798
WILLIAM W. HAMPTON)

Comes now the plaintiff, by counsel, and upon its 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.

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

Thursday, March 22nd, 1934, and the 16th day of the March Term, 1934.

Thursday Morning, March 22nd, 1934.

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

FORREST A. WARD)
VS) # 13673
HARLEY C. WEAVER)

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.

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 23rd, 1934.

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

MARGARET FEENEY, GUARDIAN OF)
MORRIS J. FEENEY AND MARY J.)
FEENEY, MINORS, ETC.)
VS) # 14203
THE CONNECTICUT MUTUAL LIFE)
INSURANCE COMPANY OF HARTFORD,)
CONNECTICUT.)

Comes now the plaintiff, by counsel, and upon her 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.

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, A CORPORATION,)
VS) # 14245
JOHN T. LAMBERT, MARY ETHEL LAMBERT,)
HIS WIFE.)

Comes now the plaintiff herein, The Mutual Benefit Life Insurance Company, a Corporation, by its attorneys and files its complaint against the defendants, John T. Lambert and Mary Ethel Lambert, his wife, to foreclose a real estate mortgage upon the following described real estate in Hendricks County, Indiana, to-wit:- The North Half Of The North East Quarter of Section 18, Township 17 North Range 1 West;
also, an affidavit that defendant, John T. Lambert, is not a resident of the State of Indiana, said affidavit being as follows, to-wit:-(Here Insert).

It is, therefore, ordered by the court that the Clerk issue a Non-resident Notice for said defendant, John T. Lambert, making the same returnable on May 21st. 1934, the same being the 13th. judicial day of the May Term, 1934, of the Hendricks Circuit Court, and have said notice published in the Hendricks County Republican, a public weekly news-paper of general circulation, printed in the English Language, and published in the town of Danville, Hendricks County, Indiana, said paper being the one named by the attorney for the plaintiff, and in all other respects, as provided by law.

And further proceedings herein are continued.

STATE OF INDIANA)
VS) # 7452
LEE KIBBY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Lee Kibby, in person and by counsel, and this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Alfred Cooper, Thomas Durham, Carroll Kress,

Bert Hatcher, Marvin Gardner, Charles Layman, Amos Smith, William Hovermale, Ed Hubbard, Emil Hadley, Arlie Hawk and Lee Worrell, 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.

Evidence is heard in part, and at the close of the evidence for the State in chief, the defendant moves the Court for a directed verdict, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, now sustains the same, and the jury is instructed to return a verdict for the defendant.

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

And now the jury returns into open Court with a verdict for the defendant, Lee Kibby, which verdict is in the words and figures following, to-wit:

State of Indiana
Hendricks County SS.

Hendricks Circuit Court.
March Term 1934

State of Indiana
vs
Lee Kibby

We the jury find for the defendant.

Thos. G. Durham
Foreman.

And now the jury and defendant, Lee Kibby are discharged.

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 24th, 1934.

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

TILLIE FOLEY)
VS) # 14168
RED CAB CO.)

Comes now the defendant, by counsel, and files motion for a continuance, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised, now sustains the same, and this cause is continued until May 14th, 1934.

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 26th, 1934.

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

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

Comes now Paul E. Laymon, heretofore appointed special Judge, herein, and assumes jurisdiction of this cause.

And comes now the plaintiff, by counsel, and files verified motion for leave to file amended complaint, which verified motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, now grants the same. And now said plaintiff files amended complaint in four paragraphs, which amended complaint is in the words and figures following, to-wit: (H.I.). Plaintiff also files motion for leave to make new parties defendants and to file supplemental complaint, which motion ~~and supplemental complaint are~~ in the words and figures following, to-wit: (H.I.). And now the Court takes said motion under advisement.

Paul E. Laymon
Paul E. Laymon, Special Judge.

THE STATE LIFE INSURANCE)
COMPANY OF INDIANAPOLIS,)
INDIANA.)
VS)
SAMUEL J. UNDERWOOD, ET)
AL.)

Comes now Claude Gladden, heretofore appointed receiver in the above entitled cause, and files his bond herein which bond is now approved by the court, which bond 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, March 27th, 1934.

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

THE BOARD OF TRUSTEES OF)
THE INDIANA STATE TEACHERS') Judgt. vs Defts. for Costs.
RETIREMENT FUND,) J. D. 16, Page 187.
Plaintiff.)
VS.) NO. 14175
EDWARD J. SPEARING AND) (Venued from Marion County
ALICE E. SPEARING,) as Cause No. A-70427.)
Defendants.)

COMES NOW THE PARTIES, and this cause being at issue is now submitted to the court, by the agreement of the parties, for trial finding and judgment, without the intervention of a jury, a jury having been expressly waived by the parties hereto.

AND THE COURT having heard the evidence, the argument of counsel and being duly advised in the premises finds for the plaintiff on its amended complaint, against it on its second paragraph of complaint and against the defendants, and each of them, on their cross-complaint; that the material allegations in plaintiff's amended complaint are true; that the defendants and each of them should be restrained from removing, attempting to remove, molesting, interfering with or touching any of the said refrigerating machines in said apartment building located and situate on the said lot and commonly described as 508 East 29th., Street, Indianapolis, Indiana; that the temporary injunction heretofore granted herein should be made permanent; that there should be a judgment for the defendants on plaintiff's second paragraph of complaint; that plaintiff should recover of and from the defendants its costs herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the cross-complainants take nothing by their cross complaint and that the plaintiff have the return of the property described in defendants' cross-complaint, to-wit; 1 Frigidaire Compressor; 3 Duco finish Frigidaire Boxes; 1 Automatic electric control switch, and one lot of flexible copper tubing; (all of which is now found to be in the possession of the plaintiff;) and that the plaintiff have and recover from the defendants its costs in this behalf laid out, expended, and taxed at $_____.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the plaintiff take nothing on its second paragraph of complaint and that the defendants have the return of the property described in plaintiff's Second paragraph of complaint, to-wit: One (1) Porcelain Frigidaire Box, (which is now found to be in possession of the defendants.)

IT IS FURTHER ORDERED,CONSIDERED, ADJUDGED AND DECREED by the court that the defendants and each of them be,and they are now, permanently enjoined from removing, attempting to remove, molesting, interfering with or touching any of the property herein described and the return of which was herein ordered and adjudged to the plaintiff, same being located and situate in and upon the lot and apartment building at 508 East 29th., Street, Indianapolis, Marion County, Indiana; that the temporary injunction heretofore granted herein be and the same is now made permanent; that the plaintiff

have and recover of and from the defendants herein its costs, laid out, expended and taxed at $_____.

And each of the parties hereto hereby waive their right to move for a new trial and their right to appeal.

AMERICAN CENTRAL LIFE INSURANCE)
COMPANY OF INDIANAPOLIS, INDIANA)
VS) # 14225
WALTER THOMPSON et al)E N T R Y

Comes now the American Central Life Insurance Company by Robert A. Adams and William C. Kern, its attorneys, and it appearing to the Court by proof of service of notice filed in this cause that the defendants Walter Thompson, Blanche G. Thompson and Clement E. Kelley, Receiver of the Clayton Bank and Trust Company, and each of them, have been duly servied with notice of the time and place of the hearing on plaintiff's application for the appointment of a Receiver, and come the defendants Walter Thompson and Blanche G. Thompson by _____, their attorney, and comes the defendant Clement E. Kelley, Receiver of the Clayton Bank and Trust Company, in person; and this matter is now submitted to the Court upon the plaintiff's application for the appointment of a Receiver to take charge of the real estate and the premises described in plaintiff's complaint, and the Court now finds that said application for the appointment of a Receiver to take charge of the real estate and the premises described in plaintiff's complaint should be granted.

IT IS, THEREFORE, ORDERED,ADJUDGED AND DECREED that a Receiver be appointed as prayed and that Vernon H. Brainard be and he is hereby appointed Receiver to take charge of the real estate and the premises described in plaintiff's complaintiff and to collect the rents and profits thereof pending foreclosure and during the time of redemption, or until otherwise ordered by the Court. Said Receiver is ordered to give bond with sufficient surety for the faithful performance of his duties as such Receiver in the penal sum of $_____.

Comes now said Receiver, Vernon H. Brainard, and presents bond in the sum of $_____, with the American Surety Company as surety thereon, which bond is now approved and said Receiver is now sworn and qualified as such Receiver, to serve without compensation.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT.)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, by counsel, and said defendant waives arraignment and enters his plea of not guilty.

And now said 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 seen and examined said motion, the same is now sustained, and by agreement of parties, the Court appoints Judge Edgar A. Rice, 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, March 28th, 1934.

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

MILBER E. KENDALL,)
VS) # 14193
DON O. GARRISON,)
BERNICE GARRISON,)
THE FIRST NATIONAL BANK)
OF AMO, INDIANA.)

Judgt. vs Defts. Don O. Garrison and Bernice Garrison on complaint for $2819.58 and costs.
J. D. 16, Page 187.
Judgt. vs Defts. Don O. Garrison and Bernice Garrison on cross-complaint for $1354.90 and costs.
J. D. 16, Page 187.

Comes now the plaintiff by Taylor & Taylor his attorneys, and shows to the Court, and files herein the summons issued in this cause for the defendants Don O. Garrison and Bernice Garrison, together with the return of the Sheriff endorsed thereon, the same being in words and figures as follows (H.I.) whereby it appears to the satisfaction of the Court that said defendants have each been duly notified of the filing and pendency of this action, and the return day thereof. And said defendants each failing to appear and answer said complaint, they are now on the order of the Court each three times loudly called but come not, and herein wholly make default. And now comes the First National Bank of Amo, Indiana, which Bank has gone into voluntary liquidation, by W. B. Newlin and M. J. Hadley, the surviving members of the liquidating committee for said Bank and in behalf of said Bank and the stockholders thereof, file their answer herein in words as follows (H.I.) And said W. B. Newlin and M. J. Hadley, as such liquidating agents now file their cross complaint in words as follows (H.I.) against the defendants Don O. Garrison and Bernice Garrison, and the Court now orders the Clerk to issue summons for said Don O. Garrison and Bernice Garrison, and to make the same returnable on the 16th day of March 1934. And now again comes said Liquidating Agents by Thad S. Adams, their attorney and shows to the Court, and files herein the same being in words and figures as follows (H.I.) the summons issued on their cross complaint, together with the return of the Sheriff endorsed thereon, whereby it appears to the satisfaction of the Court that each of said cross defendants have been duly notified of the filing of said cross complaint more than ten days before the return day ordered by the Court, and said cross defendants each failing to appear and answer said cross complaint, they are now on the order of the Court, each three times loudly called, but come not, and herein wholly make default. And now upon the motion of Plaintiff, and cross complainants this cause is submitted to the Court, on the issues joined by the complaint, cross complaint, answer and defaults, is submitted to the Court for hearing, judgment and decree without the intervention of a jury, and the Court having examined the proofs adduced, and being duly advised in the premises, now says and finds,

That on the 10 day of July 1920 the defendants Don O. Garrison and Bernice Garrison, duly executed and delivered to the Plaintiff Milber E. Kendall, their certain promissory note calling for the sum of $2300.00, payable 3 years after date, providing for ten per cent attorneys fees, and 8 per cent interest per annum from date until paid and that there is now due and owing said Plaintiff on principal and unpaid interest the sum of $2122.82 and that the sum of $106.14 would be a reasonable attorney fee on said note, making the total sum of $2228.96 due thereon. And as security for the payment of said note, said Done O. Garrison, and Bernice Garrison his wife, duly executed a certain mortgage on the following described real estate, situated in Hendricks County and

State of Indiana, to-wit:

A part of the East half of the North East quarter of Section Two Township Fourteen North Range Two West, and bounded as follows: to-wit: Commencing at the North East corner of said Section, and running thence South 91.94 rods, thence West 52 rods and 5 links thence North 91.94 rods to the Section line thence East 52 rods and 5 links to the beginning, containing 30 acres more or less.

that said mortgage was on the 13 day of July 1920 duly recorded in Mortgage Record NO. 72 at page 427 for said Hendricks County and that the Plaintiff is legally entitled to have said mortgaged, and said described lands sold for the payment of the aforesaid amount now due on said note.

The Court further finds that on the 5 day of September 1928 the said Don O. Garrison and Bernice Garrison, executed to the Plaintiff their second promissory note, calling for the sum of $500.00 payable one years after date, calling for ten percent attorneys fees, and 8 per cent interest per annum from date to maturity, and 8 per cent per annum from maturity until paid, and that there is now due and owing plaintiff for principal and interest the sum of $562.50, and that the sum of $28.12 would be a reasonable fee for plaintiffs attorneys on said note, making the total sum of $590.62 due on said note for which plaintiff is entitled to have judgment. The Court further finds that as security for the payment of said second note the said Don O. Garrison, and Bernice Garrison, duly executed and delivered to said Plaintiff their second mortgage on the same described lands as above set forth in said first mortgage which last mortgage was on the 7th day of September 1928 duly recorded in Mortgage Record No. 87 at page 204-205 for Hendricks County, Indiana, and that plaintiff is legally entitled to have said mortgage foreclosed and said lands sold for the payment of said amount due. And that there is due and owing the Plaintiff on both of his said described notes and mortgages the total sum of $2819.58, for which he is entitled to have judgment against said Don O. Garrison, and Bernice Garrison and the same to be the first and paramount lien on said lands, and to be collected without relief from valuation and appraisement laws.

The Court further finds that the defendant The First Nation Bank of Amo, Indiana has gone into voluntary liquidation, and that W. B. Newlin and M. J. Hadley are the surviving members of the duly appointed, qualified and acting Liquidating Agents for said Bank and are legally authorized to appear in this cause in behalf of said Bank and the Stockholders thereof. And the Court finds that on the 10th day of January 1930 the defendants Don O. Garrison and Bernice Garrison, duly executed to said First National Bank of Amo, their promissory note calling for the sum of $1000.00 due Two years after date, providing for ten per cent attorneys fees, with interest at seven per cent per annum from date until due, and eight per cent from maturity until paid, and that there is due and owing on said note for principal and interest the sum of $1289.90 and that the sum of $65.00 would be a reasonable fee for said cross complainants attorney herein Making the total sum of $1354.90 now due on said note, and that said W. B. Newlin and M. J. Hadley, as such liquidating agents and entitled to recover judgment against said defendant, for the benefit of the stockholders of said First National Bank of Amo, Indiana. for said sum.

The Court further finds that on said 10th day of January 1930 as security for the payment of said note, said Don O. Garrison, and Bernice Garrison his wife, executed and deliver to said Bank their mortgage on the same real estate, as described above in plaintiffs mortgage which mortgage was on the 15th day of January 1930 duly recorded in Mortgage Record No. 89 at page 122 for said Hendricks County Indiana,

and the Liquidating agents as representatives of the stockholders of said First National Bank of Amo Indiana are entitled to have said mortgage foreclosed, and said lands described above sold for the payment of said indebtedness.

WHEREFORE it is now hereby ordered, adjudged and decreed by the Court that the Plaintiff Milber E. Kendall have and recover judgment against said Defendants Don O. Garrison and Bernice Garrison on his two notes aforesaid for the sum of $2819.58 together with all costs taxed in this cause, and all accruing costs herein and the plaintiffs said two mortgages be and are hereby foreclosed and that the Plaintiffs judgment is the first and paramount lien on said described real estate. It is further ordered adjudged and decreed by the Court that W. B. Newlin and M. J. Hadley as liquidating agents for said First National Bank of Amo have and recover judgment against said Don O. Garrison and Bernice Garrison, for the sum of $1354.90 together with all costs taxed herein, and that their judgment be and is second and inferior to that of the Plaintiff and it is further adjudged that said mortgage given as aforesaid as security for the payment of said note be and the same is hereby foreclosed and the real estate described therein is hereby ordered sold for the payment of this judgment. It is further adjudged that each of the aforesaid judgments be collected without relief from valuation or appraisement laws.

It is further adjudged by the Court, that a certified copy of this decree under the hand and seal of the Clerk of the Hendricks Circuit Court shall be sufficient authority to the Sheriff of said County to duly advertise and sell as the law directs the real estate described in this decree and from the proceeds of said sale, said Sheriff is directed to first pay all accrued costs and all accruing costs of this action

Second. Said Sheriff shall from said proceeds next pay to the plaintiff the amount of his judgment as above together with the accrued interest thereon. The said Sheriff shall next pay to said Liquidating Agents for said First National Bank of Amo, the amount of their judgment as above found and that residue if any said Sheriff is directed to pay the same to said Defendants Don O. Garrison and Bernice Garrison, or whoever may be lawfully authorized to receive the same. And in the event said lands fail to sell for an amount sufficient to pay said Judgments or either of them, in full, then said Sheriff shall levy the unpaid residue of either of said judgments upon any real estate or personal property belonging to said defendant or either of them that can be found subject to execution, for the payment of said residue.

All of which is now hereby 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, March 29th, 1934.

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

IN THE HENDRICKS CIRCUIT COURT
No. 12898

FRANK J. REMBUSH)
VS) Judgt. vs Deft. for $1000.00 and Costs.
FLETCHER AMERICAN) J.D. 16, Page 188.
NATIONAL BANK,)
INDIANAPOLIS, INDIANA)

Come now the parties, by their respective counsel of record, and the Court now considers the motion filed by the defendant in this cause to strike out certain parts of the second amended complaint filed by the plaintiff in this cause. And the Court now being fully advised, overrules said motion and orders the defendant to plead over this day.

And now again this day comes the said defendant and files its answer in general denial to the second paragraph of complaint, which answer is in the words and figures following, to-wit: (H.I.).

And the plaintiff having filed his complaint in the above entitled cause, which said complaint reads as follows: (H.I.), and the defendant having filed its answer thereto in general denial, which answer reads as follows: (H.I.) and the said cause being at issue, it is now submitted to the court, and the court having heard the evidence and statements of counsel and being duly advised in the premises the court now finds for the plaintiff and against the defendant and that the plaintiff is entitled to recover of and from the defendant the sum of One Thousand Dollars ($1000).

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff have and recover of the defendant the sum of One Thousand Dollars ($1000) and his costs in this action taxed in the sum of $_____.

And now this day come again said parties, by their respective counsel of record, and show to the Court that the defendant has paid in full to the Clerk of this Court the amount of the judgment heretofore entered in this cause against said defendant; and they further show to the Court that said plaintiff and said defendant have entered into a written agreement and a release finally terminating and disposing of said cause of action, which said written agreement and release is now presented to the Court and ordered by the Court to be entered in full upon the minutes of the Court, which said agreement is in the following words and figures, to-wit:

RELEASE

WHEREAS, Frank J. Rembusch has filed his complaint against The Fletcher American National Bank of Indianapolis for the recovery of damages on account of alleged fraudulent misrepresentations of said Bank; and

WHEREAS said cause, No. 12898 in the Hendricks Circuit Court, has been submitted and a judgment entered in favor of said plaintiff in the sum of One Thousand Dollars and for the costs of the action; and

WHEREAS said Rembusch is indebted upon certain notes executed to said Bank, including two certain promissory notes, one in the principal sum of $1250, dated November 18, 1931, and due February 6, 1932, and the other in the principal sum of $2500, dated January 5, 1932, and due April 6, 1932, both of which are due, owing and unpaid; and

WHEREAS, it is the desire of the parties hereto to enter into this agreement of compromise and release; now therefore

IT IS NOW AND HEREBY AGREED:

1. The Bank will promptly cause said judgment to be paid;

2. The Bank will cause said Rembusch to be released from liability to the extent of Three Thousand Dollars upon the notes above referred to, by (a) causing the said note in the principal sum of $1250.00 executed by Rembusch to the Bank to be cancelled; or (b) by causing the indorsement made by Rembusch on the said note in the principal sum of $2500.00 executed by Capitol Amusement Company to said Bank to become unenforceable either by cancellation of such indorsement or by placing the words "without recourse, representation or warranty" above his signature on said note as the Bank in its discretion may choose; and in either case making an appropriate credit or entry or notation on the proper note so that the total liability from which said Rembusch will be released will aggregate $3000; provided, that H. H. Woodsmall, also an indorser on said notes, in writing consent that any liability assertable against him as an indorser on such notes shall not be annulled, limited or affected by such acts or promises; and provided further that said bank and its successors in title or interest may continue to hold the 136 shares of the capital stock of Capitol Amusement Company how held as collateral to said $1250.00 note without any right, it or they may assert thereto being annulled, limited or affected by any of the foregoing acts or promises;

3. In consideration of the foregoing, said Rembusch now and hereby (a) waives all right to file a motion for a new trial of said action, and he will not appeal therefrom nor seek a review of said judgment but will cause said judgment promptly to be satisfied upon payment thereof; (b) waives and relinquishes any right to any other or further payments from said Bank; and (c) releases and forever discharges The Fletcher American National Bank of Indianapolis, Indiana, and its successors in title or in interest, and particularly Frank C. Bopp, Lucius S. French and Otto J. Feucht, and their successors, as Trustees under a certain trust indenture, dated August 23, 1933, from any and all liability to said Rembusch, his heirs, representatives and assigns, of any nature whatsoever.

4. Said Rembusch also offers to accept service of process and appear without objection to venue in any action that may be filed against him in any court in Marion County, Indiana, to enforce the collection of any obligation that may be owing by him to said Bank or its successors in title or interest.

IN WITNESS WHEREOF the parties have hereunto set their hands this 27" day of March, 1934.

FRANK J. REMBUSCH,
By Claycombe & Stump
Humphrey C. Harrington L D C
His Attorneys of Record.

THE FLETCHER AMERICAN NATIONAL
BANK OF INDIANAPOLIS,
By Julian C. Ralston (Julian C. Ralston)
Thompson, Rabb and Stevenson (Thompson, Rabb and Stevenson)
Its Attorneys.

Thursday, March 29th, 1934, and the 22nd day of the March Term, 1934.

SIDNEY C. FLEENER)
VS) # 13797 Judgt. vs Defts. for $987.00 and Costs.
JOE J. SCHOEN, ET AL.) J. D. 16, Page 188.

Come now the parties, in their own proper persons 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, the Court now finds for the plaintiff and that there is due the plaintiff the sum of $987.00, and that the said plaintiff is entitled to a personal judgment against the defendants, Joe J. Schoen, Robert M. Schoen, Effie Morgan, doing business under the firm name and style of Schoen-Morgan Company, for said sum, 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 defendants, Joe J. Schoen, Robert M. Schoen, Effie Morgan, doing business under the firm name and style of Schoen-Morgan Company, the sum of $987.00, together with the costs for this action, taxed at _____ dollars and _____cents.

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

Friday, March 30th, 1934, and the 23rd day of the March Term, 1934.

Friday Morning, March 30th, 1934.

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, March 31st, 1934.

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

EARL GARRETT)
VS) # 14191
JOHN DUVALL,)
LEE NEWBY)

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.).

MORRIS GAITHER)
VS) # 14195
CITY OF INDIANAPOLIS)

Come now the parties, by counsel, and the defendant asks permission to withdraw answer for purpose of filing demurrer. And the Court being duly advised, now premission is granted and answer is withdrawn.

And now comes the defendant and files demurrer to amended complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

CECIL COLBERT)
VS) # 14198 Judgt. vs Defts. for Costs.
RED CAB CO., A CORP.) J. D. 16, Page 188.
JAMES O'MARA)

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

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is now dismissed, and the defendants, Red Cab Company, A Corporation and James O'Mara, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

OTIS GREEN, ET AL)
VS)# 14223
CLARENCE GIBBS)

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 dimissed.

ALONZO HOPKINS)
VS) # 14169 Judgt. vs Defts. for Costs.
RED CAB CO., A CORP.) J. D. 16. Page 188.
JAMES O'MARA.)

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

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the defendants, Red Cab Company, a corporation and James O'Mara, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

VINCE DENNY)
VS) # 14165 Judgt. vs Defts. for $293.50 and Costs.
HARRY E. WOOD) J. D. 16, Page 189.
ELIZA J. WOOD)

Come the parties to this action, the plaintiff by Zimri E. Dougan, his attorney, and the defendants by Harney F. Semones, their attorney. Whereupon the defendants file answer in general denial as follows, to-wit:- (Here Insert).

And now this cause being at issue upon plaintiff's complaint and the answer of defendants thereto is submitted to the court for trial, finding and judgment without the intervention of a jury.

And the court, having heard the evidence and being fully advised in the premises finds for the plaintiff, that the allegations of his complaint are true and that there is due him thereon, upon the note in suit, the sum of $268.50 of principal and interest and the further sum of $25.00 as attorney's fees, and that he is entitled to a judgment against the defendants for a total of said amounts, in, to-wit, the sum of $293.50, all without relief from valuation or appraisement laws and the costs of this action.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendants herein, Harry E. Wood and Eliza J. Wood, and from each one thereof severally the sum of $293.50, together with the costs of this action taxed in the sum of $_____. All without any relief from valuation or appraisement laws.

All of which is now finally adjudged 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, April 2nd, 1934.

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

MARY E. WELSH, ADMINISTRATRIX)
OF THE ESTATE OF DANIEL WELSH,)
DECEASED.)
VS) # 14242
INDIANAPOLIS RAILWAYS, INC.,)
ET AL.)

Comes now the plaintiff, by counsel, and asks permission to file second paragraph of complaint, and the Court being duly advised, permission is now granted, and second paragraph of complaint is filed, which second paragraph of complaint is in the words and figures following, to-wit: (H.I.).

INDIANA ICE & FUEL CO.)
VS) # 14211 Judgt. vs Defts. for $600.00 and Costs.
DELLA KUHN, ET AL, ETC.) J. D. 16, Page 189.

Comes now the plaintiff, by counsel, and it appearing to the satisfactinn 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 and being duly advised, finds for the plaintiff and that the allegations of the complaint are true and that the plaintiff has been damaged in the sum of $600.00 by the acts of the defendants, and that the plaintiff is entitled to a judgment against the defendants, Della Kuhn and Della Kuhn, doing business under the firm name and style of Kuhn's International Truck Line, 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 defendants, Della Kuhn and Della Kuhn, doing business under the firm name and style of Kuhn's International Truck Line, the sum of $600.00, together with the costs for this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7131
WALTER DETAMORE)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Walter Detamore, in his own proper person, and executes bond with approved securety guaranteeing payment of order heretofore made, which bond is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said bond, now approves the same and the said defendant, Walter Detamore, is released until further order of the Court.

STATE OF INDIANA)
VS) # 7445 Judgt. vs Deft. for Costs.
ELY GOLD) J. D. 16, Page 189.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ely Gold, in his own proper person and by counsel, and the defendant having heretofore entered his plea of guilty to the charge of receiving stolen goods and the Court being duly advised, now finds that the defendant, for the offense by him committed, should be 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.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, 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, taxed at _____dollars and _____cents.

It appearing to the Court that the defendant, Ely Gold, has been made restitution, and that it is a first offense, the Court now orders that the execution of the sentence herein imposed be suspended during the defendant's good behavior, and that he be permitted to go at liberty on probation so long as he behaves well.

STATE OF INDIANA)
) SS: HENDRICKS CIRCUIT COURT
HENDRICKS COUNTY) MARCH TERM, 1934.

STATE OF INDIANA)
VS)
JAMES SHELTON)

TO FRANK TUCKER, CLERK OF THE HENDRICKS CIRCUIT COURT:

You are hereby requested, as Clerk of the Hendricks Circuit Court, to prepare and certify a full, true and complete transcript of the proceedings, papers on file, all entries, the judgment in the above entitled cause, and all Bills of Exceptions, except the original Bill of Exceptions containing the evidence, and the Bill of Exceptions, No. #1, which you will incorporate in the transcript without copying, to be used on an appeal to the Supreme Court of the State of Indiana.

Otis E. Gulley
George W. Hadley
ATTORNEYS FOR DEFENDANT.

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 3rd, 1934.

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

ALLEN A. WILKINSON)
LUMBER CO.)
VS) # 13428
OREN A. MILLER AND)
EDWIN G. KIMPER)

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

MAURINE D. WATKINS)
VS) # 14256
GEORGE FRIES, ET AL.)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of certain non-resident defendants, 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, now orders non-residence notice issued, making the same returnable June 1st, 1934.

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 4th, 1934,

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

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. McKINLEY, BANK COM-)
MISSIONER OF THE STATE OF INDIANA.)
VS) # 13929
CITIZENS BANK OF AMO, INDIANA.)

Comes now The Danville Trust Company, of Danville, Indiana, the duly appointed, qualified and acting reciver of the Citizens Bank of Amo, Indiana, by counsel, and files its petition for distribution to depositors, which petition is in the words and figures following, to-wit: (H.I.)

STATE OF INDIANA,)
) SS:
HENDRICKS COUNTY.

IN THE HENDRICKS CIRCUIT COURT, MARCH TERM, 1934.

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, Of Danville, Indiana, the duly appointed, qualified and acting receiver of the defendant Bank in the above and foregoing entitled cause, and for its petition herein, says:-

That in the administration of said trust it now has on hands funds belonging to said trust that will not be needed for any other purpose an amount sufficient to pay upon the claims that have been filed and allowed against said bank a sum equal to 25% thereof; that it knows of no reason why there should not be made at this time a distribution to the several creditors of said bank, and to each one thereof, a sum equal to 25% of their respective claims.

WHEREFORE, petitioner prays the court for an order authorizing it to distribute among the creditors of said bank, and to each one thereof severally, a sum equal to 25% of the amount due each of said claimants from said bank, and it asks for all proper authority in the premises.

(SEAL)

The Danville Trust Co. Receiver of Citizens Bank,
Amo Ind. By Chas. Z. Cook ;
Secretary.

Be it remembered that on the 4th. day of April, 1934, before me a Notary Public in and for the State aforesaid, personally came Charles 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.

_____,As Secretary Of The
Danville Trust Company, Danville, Indiana.

Subscribed and sworn to before me this 4th. day of April, A. D. 1934.

My Com. Exp. Jan. 3rd. 1935.

Zimri E. Dougan,
Notary Public.

(SEAL)

And the Court having seen and examined said petition and being duly advised in its premises, now approves the same and endorses his approval thereon which is as follows: "April 4th. 1934. examined and approved in open court. Distribution ordered as petitioned for. A. J. Stevenson, Judge Hendricks Circuit Court."

STATE OF INDIANA)
VS) # 7461
ROBERT MARTIN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Robert Martin, 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.

STATE OF INDIANA)
VS) # 7459 Judgt. vs Deft., James Davis, for Costs.
THOMAS CORENSHAW) J. D. 16, Page 189.
JAMES DAVIS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper person, and the defendants each being duly arraigned in open Court for his plea says that he is guilty as charged in the affidavit.

It is, therefore, now adjudged and decreed by the Court that the defendant, James Davis, 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 ten years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, James Davis, 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 the said James Davis shall hereafter behave well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during said defendant's good behavior and he is placed on probation with Dr. A. T. Custer until further order.

And this cause as to the defendant, Thomas Corenshaw is taken 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, April 5th, 1934.

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

ELIZABETH ULAND)
VS) # 14185
CITY OF INDIANAPOLIS, ET AL.)

Come now again the parties, in person and by counsel, and the Court having seen and examined the motion of defendant to re-open issues, heretofore filed, and now being duly advised, overrules said motion, to which ruling of the Court the defendant, City of Indianapolis, duly objects and excepts.

And this cause being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Alfred Cooper, Thomas Durham, Carroll Kress, Bert Hatcher, Charlie Layman, Marion Gardner, Amos Smith, Emil Hadley, Arlie Hawk, George D. Tucker, Robert Edwards and Jonathan Lowe, 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 as to their conduct during such separation until 9:00 o'clock A. M. Friday, April 6th, 1934.

EARL GARRETT)
VS) # 14191
JOHN DUVALL)
LEE NEWBY)

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from the county, heretofore filed, and being duly advised in its premises, now sustains the same.

And now by agreement of said parties, this cause is sent on change of venue to Marion County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

ROSCOE L. EDWARDS)
VS) # 14236
FRANK M. SMITH)

Comes now the plaintiff, by counsel, and upon its 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.

STATE OF INDIANA)
VS) # 7459 Judgt. vs Deft., Thomas Corenshaw, for Costs.
THOMAS CORENSHAW) J. D. 16, Page 189.
JAMES DAVIS)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Thomas Corenshaw, in his own proper person, and it is now found by the Court that the defendant, Thomas Corenshaw, is guilty of the crime of petit larceny and that his true age is thirty-six years.

It is, therefore, now adjudged and decreed by the Court that the defendant, Thomas Corenshaw, for the offense by him committed be and he is imprisoned in the Indiana Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Comes now Edgar A. Rice, Judge of the 22nd Judicial Circuit of the State of Indiana, heretofore called to hear and determine this case and assume the bench and jurisdiction of this case, and comes also the State of Indiana, by John A. Kendall, prosecuting attorney. And now comes the defendant, Cleo L. Hunt, by counsel, and files motion for said defendant to withdraw his plea of"not guilty", which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being sufficiently advised in its premises, now sustains the same, to which ruling of the Court the State of Indiana duly excepts. And now said defendant files plea in abatement, which plea in abatement is in the words and figures following, to-wit: (H.I.).

And now the plaintiff files demurrer to plea in abatement, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer, now sustains the same, to which ruling of the Court the defendant duly objects and excepts.

And now the defendant, Cleo L. Hunt, being arraigned in open Court upon the affidavit filed herein, for his plea thereto says that he is "not guilty", and said defendant files motion for continuance, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being sufficiently advised in its premises, now sustains the same, and trial of this case is continued until April 26th, 1934.

Defendant's bond is fixed at $5000.00. And now said defendant files bond in the sum of $5000.00 with Zimri E. Dougan as surety thereon, which bond is in the words and figures following, to-wit: (H.I.), and which bond the Court now examines and approves.

Edgar A. Rice
Edgar A. Rice, Special Judge.

STATE OF INDIANA)
VS) # 7432
CLEO L. HUNT)

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. Friday,
Record read and signed in open court.

C. J. Stevenson, Judge.

Friday Morning, April 6th, 1934.

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

M. A. ISAACS, TRUSTEE)
VS) # 12773 E N T R Y
FLETCHER AMERICAN NATIONAL)
BANK)

Come now the parties hereto, by their respective counsel, and the plaintiff presents to the Court his "Amended Motion For Leave To Make New Parties Defendant And To File Supplemental Complaint", which motion is in the words and figures as follows: (H.I.); And the Court having seen and inspected the motion, and being duly advised in the premises, now sustains the same, and Otto J. Feucht, Frank C. Bopp and John P. Collett, trustees of the defendant Fletcher American National Bank, are hereby ordered made parties defendant in said cause; and the plaintiff is now granted leave to file his said supplemental complaint, which supplemental complaint is in the words and figures following, to-wit: (H.I.).

IT IS FURTHER ORDERED that process issue from the office of the clerk of this court, directed to said defendants, as trustees of said Fletcher American National Bank, to appear and answer to the plaintiff's complaint herein.

Paul E. Laymon
Paul E. Laymon, Special Judge.

JESSIE ZERNE BRADY)
VS) # 13943
INDIANA TRAVELERS)
ASSURANCE COMPANY)

Comes now the plaintiff, by counsel, and upon her 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.

ELIZABETH WADSWORTH)
VS) # 14174 Judgt. vs Pltf. for Costs.
MILDRED HEGER) J. D. 16, Page 190.

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 the plaintiff, Elizabeth Wadsworth, take nothing on her complaint and that the defendant, Mildred Heger recover her costs of this action, taxed at _____dollars and _____ cents.

ELIZABETH ULAND)
VS) # 14185
CITY OF INDIANAPOLIS,)
ET AL.)

Come now again the parties, in person and by counsel, and the jury is again brought into open Court, and the plaintiff now dismisses this action as to the defendants David M. Rathfon and Mary E. Rathfon.

The taking of evidence is continued, and at the close of the plaintiff's case, the defendant, City of Indianapolis, moves the Court for a directed verdict; and the Court being duly advised, now overrules said motion, to which ruling of the Court the said defendant duly objects and excepts.

And the taking of evidence is continued and concluded, and at the close of the evidence, the plaintiff tenders instructions numbered from one to ten inclusive, and the defendant tenders 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. The Court indicates that it will give of the instructions tendered by the plaintiff numbers 3, 5, 8, 9 and 10, and the Court refuses to give of the instructions tendered by the plaintiff numbers 1, 2, 4, 6 and 7, to the refusal of each one of which the plaintiff duly objects and excepts. The Court indicates that it will give of the instructions tendered by the defendant numbers 2, 3, 8, 9 and 10, and the Court refuses to give of the instructions tendered by the defendant numbers 1, 4, 5, 6 and 7, to the refusal of each one of which the defendant duly objects and excepts.

Arguments are heard in part, and the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Saturday, April 7th, 1934.

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 7th, 1934.

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

ELIZABETH ULAND,)
VS) # 14185
CITY OF INDIANAPOLIS, ET AL.)

Come now again the parties, in person and by counsel, and the jury is again brought into Court, and arguments are heard and concluded.

At the close of the arguments, the Court instructs the jury in writing, giving of the instructions tendered by the plaintiff, numbers 3, 5, 8, 9 and 10, to the giving of each one of which the defendant duly objects and excepts. And the Court gives of the instructions tendered by the defendant numbers 2, 3, 8, 9 and 10, to the giving of each one of which the plaintiff duly 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 defendant each for themselves separately 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 brought into Court and having deliberated more than twelve hours with no prospect of a verdict, the jury is now discharged from further consideration of this case.

FRANK DALY, ET AL.)
VS) # 13098
EDWARD P. SHOWERS, ET AL.)

Come now again the plaintiffs, by counsel, and presents their Bill of Exceptions, and the same is now signed by the Court and filed and made a part of the records in this case, which Bill of Exceptions is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA) (THIS PRAECIPE IS WITHDRAWN)
SS: IN THE HENDRICKS CIRCUIT COURT.
HENDRICKS COUNTY.)

FRANK DALY, ET AL,)
v.) No. 13098.
EDWARD S. SHOWERS, ET AL.)

PRAECIPE.

The Clerk of the Hendricks Circuit Court is hereby directed to prepare and certify for appeal to the Appellate Court of Indiana, a full, true and complete transcript of the entire record containing all of the proceedings had in the above entitled cause, including

the final judgment thereof, except in preparing and certifying said record, said Clerk shall not copy the summonses or the returns of the Sheriff thereon, (the defendants having appeared,) neither shall the Clerk copy or certify any of the pleadings first filed where there was an amended pleading of the same matter subsequently filed embracing all of the pleadings first filed, but shall certify such amended pleading only and shall copy and certify the last amended complaint upon which the cause was submitted for trial, all proceedings had thereon and thereafter, except that the Clerk shall not copy the instructions as filed with the Clerk on the trial of said cause, but shall copy and certify the plaintiffs' Bill of Exceptions No. One containing the instructions filed in said cause.

Kane Blain & Hollowell,
Otis E. Gulley,
Attorneys for PLAINTIFFS.

STATE OF INDIANA)
VS) # 7462
HARRY HOWARD)
PAUL BRYANT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper person, and each being duly arraigned in open Court, for his plea says that he is guilty.

And the Court now takes this cause under advisement.

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 9th, 1934.

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

CASSIE MILLER)
VS) # 14218
JOSEPH M. MILLER)

Comes now the plaintiff, by counsel, and the defendant, Joseph M. Miller, is ruled to answer on or before April 17th, 1934.

IDA GERMANSON)
VS) # 13707
BASCA MANUFACTURING CO.)

Comes now the plaintiff, by counsel, and upon her 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.

FRANK M. HUFFMAN)
VS)# 1380~~6~~20
FRANK R. REYNOLDS)

Come now the parties, in person and by counsel, and this cause being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Marvin Gardner, Charlie Layman, Bert Hatcher, Carroll Kress, Thomas Durham, Alfred Cooper, Ed Hubbard, Amos Smith, Emil Hadley, George Tucker, Lee Worrell and Jonathan Lowe, 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 touching their conduct during separation until 9:00 o'clock A. M. Tuesday, April 10th, 1934.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
Plaintiff,)
VS) Cause # 14084 Judgt. vs Deft. Val French, for $5759.08
VAL FRENCH,) D E C R E E and Costs.
BEN ROBINSON,) J. D. 16, Page 190.
Defendants.)

Comes now the plaintiff by EDGAR M. BLESSING and DAVIS HARRISON, 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 are in the words and figures following, to-wit: (H.I.);

That the defendants, Val French and Ben Robinson, have been duly served with summons herein; that each of them has been due and legal notice of the

pendency of this cause and of the time when and the court in which it would come on to be heard.

And now on motion of the plaintiff, the defendant, Ben Robinson, is three times loudly called in open court, but comes not, nor anyone for him, and herein wholly makes default. And now the defendant Val French by his counsel, Hume & Gaston files answer in general denial, which is in the words and figures as follows, (H.I.)

Now this cause being at issue on the complaint and default of the 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 defendant, Val French, the following sums, to-wit:

Balance of principal	$4500.00
Int. accrued 2 - 12 - 32	123.75
8% int. to 3 - 7 - 34	765.48
Insurance advanced 5 - 18 - 33	60.00
8% int. to 3 - 7 - 34	3.85
Abstract continuation	6.00
TOTAL	$5459.08

The Court further finds that a reasonable fee for the plaintiff's attorney is the sum of $300.00; and that plaintiff is entitled to recover said sum as a 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 Wanetta Taylor French, now deceased, and the defendant, Val French, on February 12, 1925, at which time the said Wanetta Taylor French and Val French were the owners in fee simple of the real estate; that said mortgage was filed for record at 4:10 o'clock, P. M., on February 21, 1925, and recorded in Mortgage Record 81, at Pages 555-557, 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 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 became due on February 12, 1932, the same was not paid; that thereupon plaintiff elected to declare due and owing the entire principal balance with interest at 8 per cent. per annum from said February 12, 1932.

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, Val French, the sum of $5459.08, principal, interest and advancements, together with the further sum of $300.00, attorney fees, or a total of $5759.08, together with costs 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 East Half of the Southeast Quarter of Section 10, Township 15 North, Range 1 East of the Second Principal Meridian, containing 80 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 accured 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, adjudged and decreed 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 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, hereinbefore appointed receiver, 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 Assestance 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.

All of which is ordered, adjudged and decreed.

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 10th, 1934.

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

MILBUR E. KENDALL)
VS) # 14204
CURTIS L. DEARING)

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.

ONA WILLIAMS)
VS) # 14011
INDIANAPOLIS RAILWAYS)
INC.)

Comes now the defendant, by counsel, and files motion for physical examination of party plaintiff, which motion is in the words and figures following, to-wit: (H.I.).

DICKINSON FUEL COMPANY)
VS) # 13823
W. M. HUNT, WHOSE)
CHRISTIAN NAME IS UN-)
KNOWN, 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 of the evidence in this cause, now takes the same under advisement.

FRANK M. HUFFMAN)
VS) # 13820
FRANK R. REYNOLDS)

Come now again the parties, in person and by counsel, and the jury is again brought into Court, and the taking of evidence is continued and concluded. And now the plaintiff tenders instructions numbered from one to twenty-three inclusive, and asks the Court to indicate before the arguments what instructions will be given and what refused. And the Court indicates that it will refuse to give instructions tendered numbers 1, 2, 5, 9, 12, 13, 14, 15, 16, 17, 20, 21 and 22, to the refusal of each one of which the plaintiff duly objects and excepts.

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 fourteen inclusive, to the giving of each one of which the plaintiff and defendant each for themselves separate and severally object and excepts. And the Court gives of the instructions tendered by the plaintiff numbers 3, 4, 6, 7, 8, 10, 11, 18, 19 and 23, to

the giving of each one of which the defendant duly objects and excepts.

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.).

The jury is again brought into Court and return a verdict for the plaintiff in the sum of $350.00, which verdict is in the words and figures following, to-wit:

FRANK M. HOFFMAN)
VS) CAUSE NUMBER 13820
FRANK R. REYNOLDS)

We, the jury, find for the plaintiff and assess his damages in the sum of $350.00.

George D. Tucker

F O R E M A N

And now the jury is discharged from further duties in this case.

STELLA HARDIN)
VS)# 14118 D_E_C_R_E_E Judgt. vs Deft. for $10.00 per month and Costs.
MAURICE HARDIN) J. D. 16, Page 190.

Comes now again the plaintiff by her counsel and it appearing to the court, that the defendant herein was served by process for more than 10 days prior to the 23rd day of November, 1933, the return date as endorsed on plaintiff's complaint for the appearance of the defendant, all as shown by the summons to the Sheriff of Johnson County, and the return thereon which summons and return are in the words and figures as follows, to-wit: (H.I.)

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

And now this cause is submitted to the court for trial, finding and decree and the court having heard the evidence finds that the allegations of the plaintiff's complaint are true and that plaintiff is entitled to an absolute divorce from the defendant.

The court further finds that there was born to plaintiff and defendant one child, Mary Patricia Hardin, age 6 years, and that the plaintiff herein should be granted the custody of said child, and the defendant ordered to pay to the Clerk of the Hendricks Circuit Court the sum of $10.00 per month for the support of said child.

It is, therefore, ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are, hereby dissolved.

It is further ordered, adjudged and decreed by the court that plaintiff have the care and custody of the infant child, Mary Patricia Hardin, until the further order of this court. It is ordered, adjudged and decreed by the court that the defendant pay to the Clerk of the Hendricks Circuit Court the sum of $10.00 per month for the support of said child, said payments to begin on the 16th day of April, 1934, and said payments shall be made semi-monthly.

It is further ordered, adjudged and decreed by the court that the plaintiff recover of the defendant the costs in this action taxed at _____ dollars and _____ cents.

ESTA J. THORPE and LEON C. THORPE, husband and wife,

VS.

REUDEN SMITH, GATEN MANIFEE, SARILDA MANIFEE, HANISON TURPIN, MARY TURPIN, MARY J. TURPIN, MARTHA TURPIN, MARTHEY TURPIN, JOHN T. TURPIN, JOHNSON E. TURPIN, JAMES E. EATON, FRANCES A. EATEN, FRANCES S. EATEN, FRANCES S. EATON, FRANCIS A. EATON, MARY C. TURPIN, GENRY W. TURPIN, EMELINE MYERS, MARY HOPPER, JOHNSON E. TURPIN: the unknown husbands and wifes, respectively, of each of the following named persons, if living, and the unknown widowers and widows, respectively, and the unknown heirs, devisees, and legatees, respectively, of the following named persons, if deceased: JACOB TURPIN, JACOB TERPIN, REUDEN SMITH, GATEN MANIFEE, SARILDA MANIFEE, HANISON TURPIN, MARY TURPIN, MARY J. TURPIN, HARRISON G. TURPIN, HENRY W. TURPIN, JOHNSON E. TURPIN, MARTHA TURPIN, MARTHEY TURPIN, WILLIAM R. SMITH, NANCY JANE SMITH, JANE SMITH, JOHN T. TURPIN, JOHN LAMBERT, PASCHAL T. LAMBERT, ROBISON TERPIN, JOHNSON E. TURPIN, JAMES S. EATON, FRANCES A. EATEN, FRANCES S. EATEN, FRANCES S. EATON, FRANCIS A. EATON, GRANDISON EATON, MARY C. TURPIN, HENRY W. TURPIN, EMELINE MYERS, MARY HOPPER; and the unknown heirs, devisees, and legatees of the above described unknown husbands or wives, widowers or widows, heirs, devisees, or legatees of the persons last above specifically named, if deceased.

No. 14151 DECREE
Judgt. vs Pltfs. for Costs.
J. D. 16, Page 190.

Come the plaintiffs by W. F. Evans, their attorney, and it appearing by the proof of publication of notice to all defendants in said cause, which notice and proof of publication thereof read as follows, to-wit: (H.I.), that there has been due notice by publication in The Brownsburg Record, a newspaper of general circulation printed and published in the English language in the City of Bownsburg in Hendricks County, Indiana, for three weeks successively thirty days before the return date fixed in said notice to all defendants in said cause, said defendants and each of them, having failed to appear in this cause or to plead herein, are each now three times audibly called in open court, come not, but so to do wholly fail and make default.

And now the said cause is submitted to the court for hearing upon plaintiffs' complaint and the said defaults of each and all the defendants herein; and the court, having heard the evidence and being duly advised in the premises, finds that there has been due notice by publication in this cause to each and all the defendants herein.

And the court now finds for the plaintiffs that the allegations of their complaint are true; that plaintiffs have complied with the provisions of Chapter 177 of the Acts of the General Assembly of the State of Indiana of the year 1915 and have set out in the jurisdictional affidavit filed herein the facts and averments required by said act to entitle them to have the title quieted against any and all persons whomsoever; and that said affidavit shows that the purpose of plaintiffs in this proceeding is to quiet their title as against the world.

The court further finds that all the defendants named in the complaint herein and each of them claim an interest in said real estate described in the complaint adverse to plaintiffs; that the claims of defendants and each of them are without right, false, unfounded, and clouds upon plaintiffs' title;

and that plaintiffs are entitled to have their title to said real estate quieted and forever set at rest as against all said named defendants and against any and all persons whomsoever and against the world; that plaintiffs in their complaint herein assert title to the real estate described in said complaint against any and all persons whomsoever; that plaintiffs have named as defendants all persons within their knowledge by whom any hostile claims may have been or may be asserted; that breaks or hiatuses occur in said title in the public records of said Hendricks County, and there exist apparent defects in and clouds upon the title of plaintiffs in and to said real estate in this, to-wit: that there are breaks or hiatuses in the title to said real estate all as alleged in the second paragraph of their complaint herein and more specifically in Clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; that all said allegations in said Clauses 2 to 19, both inclusive, as to breaks or hiatuses in said title are true; that all of said allegations in said clauses as to clouds upon the title of plaintiffs are likewise true; that by reason of said defects in the title to said lands as shown by the records, as alleged in said second paragraph of complaint, some doubt may be alleged or may arise as to the complete validity of the title of plaintiffs as claimed by them; that the following named persons may claim, assert, or have some interest in and to said real estate: Reuden Smith, Gaten Manifee, Sarilda Menifee, Hanison Turpin, Mary Turpin, Mary J. Turpin, Martha Turpin, Marthey Turpin, John T. Turpin, Johnson E. Turpin, James S. Eaton, Frances A. Eaten, Frances S. Eaten, Frances S. Eaton, Francis A. Eaton, Mary C. Turpin, Henry W. Turpin, Emeline Myers, Mary Hopper, Johnson E. Turpin; that plaintiffs do not have, nor do their agents or attorneys have, any knowledge as to whether said persons are living or dead; that, if said persons are living, they do not have knowledge whether said persons are married or unmarried; that, if said persons are dead, they do not have knowledge whether said persons left surviving them respectively a husband or wife, heirs, devisees, or legatees; that each of said persons is shown by the public records of said county to have some right, title, or interest in said lands and may claim some right, title, or interest therein.

The court further finds that the following named persons may claim some right, title, or interest in and to said real estate as husbands or wives, widowers or widows, heirs, devisees, or legatees of persons shown by the records of said county to have or to have had some right, title, or interest in and to said real estate, to-wit: the unknown husbands and wives, respectively, of each of the following named persons, if living, and the known widowers and widows, respectively, and the unknown heirs, devisees, and legatees, respectively, of the following named persons, if deceased, to-wit: Jacob Turpin, Jacob Terpin, Reuden Smith, Gaten Manifee, Sarilda Menifee, Hanison Turpin, Mary Turpin, Mary J. Turpin, Harrison G. Turpin, Henry W. Turpin, Johnson E. Turpin, Martha Turpin, Marthey Turpin, William R. Smith, Nancy Jane Smith, Jane Smith, John T. Turpin, John Lambert, Paschal T. Lambert, Robison Terpin, Johnson E. Turpin, James S. Eaton, Frances A. Eaten, Frances S. Eaten, Frances S. Eaton, Francis A. Eaton, Grandison Eaton, Mary C. Turpin, Henry W. Turpin, Emeline Myers, Mary Hopper; and the unknown heirs, devisees, and legatees of the above described unknown husbands or wives, widowers or widows, heirs, devisees, or legatees of the persons last above specifically named, if deceased; the court further finds that the unknown husband or wife, as the case may be, the unknown widow or widower, as the case may be, the unknown heirs, devisees, or legatees of all the persons shown by the public records of said county who have had any interest in the said lands at any time in the past, by reason whereof doubt as to the validity of the title

to said lands may arise, have been made parties defendant in this action to answer as to their respective interest in said real estate; that plaintiffs do not have, nor do plaintiffs' agents and attorneys have, any knowledge as to the full names of the parties defendant in this action named and designated as the unknown husband and wives, the unknown widowers and widows, and the unknown heirs, devisees, and legatees of the persons specifically named in the complaint as defendants, nor whether said parties defendant are living or dead, married, or unmarried, nor whether, if said parties are dead, they left surviving them respectively a husband or wives, heirs, devisees, or legatees.

It is therefore considered, ordered, and adjudged by the court that plaintiffs are the owners in fee simple of the following described real estate situate in Hendricks County, Indiana, being the real estate described in plaintiffs' complaint, to-wit:

> A part of the East Half (E ½) of the Northeast Quarter (NE ¼) of Section Twenty (20), Township Sixteen (16) North, Range Two (2) East, bounded and described as follows, to wit: Beginning at a point on the north line of said half quarter 14 chains and 6 links west of the northeast corner thereof; thence south 8.18 chains; thence west 2.38 chains; thence south 12:08 chains to the center of the Crawfordsville State Road; thence northwesterly along the center of said road to the west line of said half quarter; thence north on said line 18 chains and 59 links to the northwest corner thereof; thence east 6 chains and 2 links to the place of beginning, containing 9 acres more or less;

that the claims of each and all of the defendants in this action are without right, false, unfounded, and a cloud upon the title of plaintiffs in and to said real estate; that the title of plaintiffs be, and the same hereby is, quieted and forever set at rest against each and all of said defendants herein; that the title of plaintiffs be quieted against any and all persons whomsoever and against the world; and that this proceeding for the quieting of title of said real estate in favor of plaintiffs be, and it shall be, taken and determined as a proceeding in rem as against said lands.

It is further ordered and adjudged that plaintiffs pay the costs of this action.

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

Record read and signed in open court.

C. J. Stevenson, Judge.

Wednesday Morning, April 11th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

~~STATE OF INDIANA)~~

~~VS) # 6051~~

~~JAMES SHELTON)~~

~~Comes now the defendant, by counsel, and files his Bill of Exceptions containing the instructions in this case, and presents the same to the Court, which bill is now signed by the Court and ordered filed as a part of the record in this cause, and is in the words and figures following, to-wit: (H.I.).~~

STATE OF INDIANA)

VS) # 6051

PAUL J. MARTIN)

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.

STATE OF INDIANA)

VS) # 7437

JAMES SHELTON)

Comes now the defendant, by counsel and presents to the court his typewritten transcript of all the instructions tendered and refused, and the instruction tendered and modified by the court and given by the court as modified, and all the instructions given by the court of its own motion in the trial of said cause, together with defendants objections and exceptions to the giving and the refusal to give said instructions, respectfully, and now said typewritten transcript is signed by the court and embodied in and made defendant's Bill of Exceptions No. 1 containing the instructions in said cause, and said Bill of Exception is now ordered filed as a part of the record in this cause, and now after the same is signed by the court said Bill of Exception No. 1 containing a transcript of the instructions tendered and refused, modified and given by the court and given by the court of its own motion is filed in the office of the Clerk of the Hendricks Circuit Court and is in words and figures following towit: (H.I.)

RAMSARUT MARAJ)

VS) # 13653

INDIANAPOLIS POWER AND)

LIGHT COMPANY,A CORP. ET AL.)

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.).

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 12th, 1934.

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

STATE OF INDIANA)
VS) # 7464
CORA CLARK)
LENORD LITTLE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each of the defendants in open Court, and each being duly arraigned, the said Cora Clark for her plea says she is not guilty of the offense charged in the affidavit, and the defendant, Lenord Little, for his plea says that he is guilty.

And now each of the defendants remanded to Jail, and the cause of the defendant, Lenord Little, is taken under advisement.

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

A. J. Stevenson, Judge.

Friday Morning, April 13th, 1934.

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

DOROTHA HARRIS)
VS) # 13942 Judgt. vs Deft. for $7590.59 and Costs.
INA WILSON) J. D. 16, Page 192.

Comes now again the parties by their counsel in the above entitled cause and the defendant herein files her answer in general denial, which is in the words and figures asfollows, to-wit: (H.I.)

And now this cause is submitted to the court for trial, finding and decree without the intervention of a jury. And the court being duly advised in the premises, having heard the evidence, finds for the plaintiff and that the allegations of the complaint are true and that the relief therein prayed for should be granted. The court further specifically finds that there is due to the plaintiff from the defendant, Ina Wilson, the following sums, to-wit:

Principal	$6433.35
Interest	595.00
T O T A L	$7028.35

The court further finds that the defendant agreed to pay 8% attorneys fees, amount to $562.24, and that the plaintiff is entitled to recover said sum as a part of her 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 the defendant on the 26th day of September, 1932, at which time the defendant was the owner in fee simple of said real estate; that said mortgage was filed for record in the Recorder's Office of Hendricks County, Indiana, at 8:30 o'clock, A. M. on the 3rd day of October, 1932, and recorded in Moftgage Record 91 at page 549; that on filing for record said mortgage became, and is now, a first and paramount lien on said real estate save and except for taxes, and is superior to all claims of the defendant and to the claims of all persons claiming through said defendant since the execution of said mortgage and the commencement of this suit.

The court further finds that the terms of said notes and mortgage were breached in that the defendant failed to pay the first note when the same became due, and that by the terms of said mortgage and agreement, between the parties, that all of said indebtedness became due and payable on the breach in the failure to pay the note of $4,000.00 dated September 26th, 1932, and payable 6 months thereafter. The court further finds that the plaintiff elected to declare, as a whole, all of the indebtedness due on the breach of the defendant and that plaintiff is entitled to recover from said defendant the amounts as hereinbefore set forth, all without relief from valuation or appraisement laws.

It is, therefore, ordered, adjudged and decreed that the plaintiff have and recover of, and from, the defendant, Ina Wilson, the sum of $7028.35 as principal and interest together with the further sum of $562.24 as attorney fees, or a total of $7590.59, together with costs accrued and accruing with 8% 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 the defendant in the following described real estate in Hendricks County, State of Indiana, to-wit:

The Southeast Quarter of Section 28, Township 17 North of Range 2 West, containing 160 acres. Also the East half of the East half of the Southwest Quarter of Section 28, Township 17 North of Range 2 West, containing 40 acres, more or less, and in both tracts hereinabove described 200 acres.

The North half of the Northwest Quarter of Section 34, Township 17, North of Range 2 West, containing 80 acres, more or less.

be foreclosed and that the said real estate together with all right, title and interest of the defendant 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, the sale to be made without relief from valuation or appraisement laws, free and clear of all claims of the defendant and of all persons claiming through her since the execution of the mortgage and the commencement of this suit; the proceeds to be applied as follows, to-wit:

1st. To the payment of costs accrued and accruing.

2nd. To the payment of the plaintiff's judgment with 8% interest.

3rd. The over-plus, if any there be, shall be paid by the Sheriff of the Clerk of this court for the benefit of the persons lawfully entitled to receive the same.

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; and it is further ordered that if any person, after the execution of said Sheriff's deed, shall fail or refuse to surrender possession of said real estate to the holder of said Sheriff's deed, or her 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 refusing to yield possession.

All of which is ordered, adjudged and decreed.

IN THE MATTER OF APPEAL OF)
SAM PORTER FROM THE ACTION)
OF THE BOARD OF COUNTY COM-) # 14253
MISSIONERS ON OLD AGE PEN-)
SION GRANTED FEBRUARY 10TH,)
1934.)

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

STATE OF INDIANA)
VS) # 7462 Judgt. vs Deft., Paul Bryant, for Costs.
HARRY HOWARD) J. D. 16, Page 192.
PAUL BRYANT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the said Paul Bryant, in his own proper person, and the Court being duly advised, now renders the following judgment.

It is, therefore, adjudged and decreed by the Court that the said Paul Bryant, for the offense by him committed, be committed to the custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nore more than ten years, and that he pay the costs of this action, taxed at ___dollars and ____cents.

And the Governor having commuted this sentence the Sheriff of Hendricks County is now ordered to transfer the said Paul Bryant to the Indiana Boys' School.

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

C. J. Stevenson, Judge.

Saturday, April 14th, 1934, and the 36th day of the March Term, 1934.

Saturday Morning, April 14th, 1934.

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

STATE OF INDIANA)
VS) # 7464 Judgt. vs Deft., Lenord Little, for Costs.
CORA CLARK) J. D. 16, Page 192
LENORD LITTLE) (This entry is of April 16th, 1934.)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Lenord Little, and said defendant having heretofore plead guilty, the Court now renders judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Lenord Little, 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 his true age is thirty-five.

It is further adjudged and decreed by the Court that the defendant, Lenord Little, 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, April 16th, 1934, and the 37th day of the March Term, 1934.

Monday Morning, April 16th, 1934.

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

PAPEC MACHINE COMPANY)
VS) # 13835
RILEY E. SMITH)

Come now the parties, by counsel, and the Court having examined the motion to require cost bond, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly excepts.

And now this cause is continued to May 21st, 1934, at the cost of the defendant.

GEORGE F. KENASTON)
VS) # 13824 Judgt. vs Deft. for Costs.
HOOSIER COAL SALES CO.) J. D. 16, Page 192.

Come now the parties, by counsel, and the Court now being duly advised, finds for the plaintiff, and that the plaintiff is entitled to have the judgment heretofore taken and entered against him in the Montgomery Circuit Court, set aside and vacated, all at the cost of the defendant.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, George F. Kenaston, be and he is hereby entitled to have the judgment heretofore taken and entered against him in the Montgomery Circuit Court, set aside and vacated, and the defendant, Hoosier Coal Sales Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

DICKENSON FUEL COMPANY)
VS) # 13823 Judgt. vs Deft., Wm. M. Hunt, for $_____
W. M. HUNT, WHOSE CHRISTIAN) and Costs.
NAME IS UNKNOWN,) J. D. 16, Page ...
G. F. KENASTON, WHOSE CHRISTIAN)
NAME IS UNKNOWN)

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 against the defendant Wm. M. Hunt, and that there is due the plaintiff from the defendant, Wm. M. Hunt on the account sued upon, the sum of $_____ and that the plaintiff is entitled to a judgment against the said defendant, Wm. M. Hunt, for said amount, together with costs.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant Wm. M. Hunt, the sum of $_____, together with the costs for this action, taxed at _____ dollars and _____cents.

And now the Court finds for the defendant G. F. Kenaston.

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 17th, 1934.

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

RAMSARUT MARAJ)
VS) # 13653
INDIANAPOLIS POWER)
AND LIGHT COMPANY,)
A CORP., ET AL.)

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from the county, heretofore filed, and being duly advised in its premises, now sustains the same. And now by agreement of parties, this cause is sent on change of venue to Boone County, Indiana, and the plaintiff is given five days in which to pay the costs and perfect the change.

IN THE MATTER OF THE APPEAL)
OF SAM PORTER, FROM THE AC-)
TION OF THE BOARD OF COMMIS-) # 14253
SIONERS ON OLD AGE PENSION)
GRANTED FEBRUARY 10TH, 1934.)

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

STATE EX REL LUTHER SYMONS)
VS) _E_N_T_R_Y_
CLAYTON BANK & TRUST COMPANY)

Comes now the receiver of the Clayton Bank & Trust Company and files his verified petition herein asking for authority to release mortgages taken by the Clayton Bank & Trust Company or this receiver, as security for indebtedness due said bank and this receiver and, also, asking for authority to accept Home Loan Bank bonds of the United States government, at their face value, in payment of any indebtedness due the Clayton Bank & Trust Company and this receiver, which petition is in the words and figures as follows, to wit: (H.I.)

And the court being duly advised in the premises finds that the petition of said receiver should be granted and that said receiver should be given authority to release said mortgages and to accept the Home Loan Bank bonds in payment of the indebtedness at their face value.

It is, therefore, ordered and adjudged by the court that Clement E. Kelley, as receiver of the Clayton Bank & Trust Company be, and he is, hereby authorized, upon the delivery to him of Home Loan Bank bonds of the United States government in an amount equal to the indebtedness of any person indebted to the Clayton Bank & Trust Company of Clayton, Indiana, and said receiver, to release any and all mortgages given to secure the indebtedness due said institution and this receiver. Said bonds to be accepted by said receiver in payment of said obligations at their face value.

Tuesday, April 17th, 1934, and the 38th day of the March Term, 1934.

OSCAR SCAMAHORN)
VS) ORDER APPROVING PARTITION SALE
GERTHA BURKETT ET AL.)

Comes now the parties and comes also Lee Beuchler the commissioner heretofore appointed and files the report of the sale of the real estate in this proceeding ordered sold, which report reads as follows (insert), from which it appears and the court so finds that after giving notice of the sale of said real estate as required by the order of this court authorizing such sale, said commissioner sold the same at private sale for the sum of thirty six hundred ($3600.00) dollars, that being the highest and best bid received and the full appraised value thereof; that the said purchaser has paid the full purchased price of thirty six hundred ($3600) dollars in cash and the said cash in now brought into court. And the court being sufficiently advised in the premises now in all things approves said report and ratifies and confirms said sale; and said commissioner is ordered to execute the said purchaser a deed for said real estate. And now said commissioner reports such deed, and the same being examined, is approved by the court and delivered to said purchaser. And the court, upon proof heard, now allows said commissioner for his services seventy five ($75.00) dollars and allows Harney F. Semones for his services as plaintiff counsel fifty ($50.00) dollars and orders the same taxed and paid as a part of the costs of this proceeding. The court further orders and directs said commissioner, after payment of all proper costs and allowance, to distribute without delay, the cash proceeds of such sale.

And upon such distribution being made, said commissioner is required to make due report thereof to this court and file therewith proper vouchers in evidence of such payment.

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

A. J. Stevenson, Judge.

Wednesday, April 18th, 1934, and the 39th day of the March Term, 1934.

Wednesday Morning, April 19th, 1934.

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

MAY I. PHILLIPS)
VS) # 13996
LESLIE V. PHILLIPS)

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

ONA WILLIAMS)
VS) # 14011
INDIANAPOLIS RAILWAYS)
INC.)

Come now the parties, in person and by counsel, and this cause being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Marvin Gardner, Charles Layman, Bert Hatcher, Carroll Kress, Thomas Durham, Alfred Cooper, Ed Hubbard, Emil Hadley, Arlie Hawk, George D. Tucker, Lee Worrell and Robert Edwards, 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 touching their conduct during separation until 9:00 o'clock A. M. Thursday, April 19th, 1934.

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 19th, 1934.

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 files motion for change of venue from the county, which motion is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA, EX REL)
HOWARD L. KISER)
VS) # 14171
J. D. ADAMS MANUFACTURING)
COMPANY.)
HOWARD R. MEEKER)

Comes now the plaintiff, by counsel, and files motion for an order to produce book and papers, which motion is in the words and figures following, to-wit: (H.I.). And the same is now set for hearing Saturday, April 21st, 1934, at 9:00 o'clock A. M.

ONA WILLIAMS)
VS) # 14011
INDIANAPOLIS RAILWAYS INC.)

Come now the parties, in person and by counsel, and the jury is again brought into Court, and the taking of evidence is continued. On motion of the defendant, conditional examination of plaintiff is ordered published, and the taking of evidence is continued and concluded.

At the close of the evidence, the defendant tenders instructions numbered one to eleven inclusive, and asks the Court to indicate before argument what instructions will be given and what refused. And the Court indicates that it will refuse instructions numbered 1, 2, 7, 8, 9 and _____ to the refusal of each one of which the defendant duly objects and excepts.

And after hearing a part of the arguments, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M., Friday, April 20th, 1934.

STATE OF INDIANA, EX REL,)
LUTHER F. SYMONS BANK)
COMMISSIONER OF INDIANA)
VS) # 12421
CITIZENS STATE BANK)
PLAINFIELD, INDIANA)

ORDER DIRECTING RECEIVER TO RELEASE JUDGMENTS AGAINST FANNIE COX FARRELL AND WILLIAM RANDOLPH COX, RESPECTIVELY.

Comes now, Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and asks the court for an order to release judgments against William

Randolph Cox and Fannie Cox Farrell, respectively, and also asking for an order authorizing said Receiver to execute MORTGAGEE'S CONSENT TO TAKE BONDS from the Home Owners' Loan Corporation, in the sum of $500.00, and which petition is in the following words and figures, to-wit: (Here Insert), and the court having examined said petition and being duly advised in the premises finds that the allegations therein set forth are true and that said Mortgagee's Consent to Take Bonds from the Home Owner's Loan Corporation in the sum of $500.00 should be executed by said Receiver as in said petition prayed for.

It is therefore ordered by the court that said Receiver consent to take the bonds of the Home Owners Loan Corporation in the sum of $500.00 and execute said Mortgagee's Consent as shown in said petition as "Exhibit A".

It is further ordered by the court that said Receiver execute release of Judgment rendered against William Randolph Cox and judgment rendered against Fannie Cox Farrell.

And now said Receiver executes said Mortgagee's Consent to Take Bonds to the Home Owners' Loan Corporation and also executes said releases, a copy of which releases respectively, are shown as "Exhibit B" and "Exhibit C" in said petition, and the court now approves and confirms said Mortgagee's Consent to Take Bonds and said Releases, respectively.

It is further ordered by the court that upon said Receiver receiving the funds from the sale of said bonds that said Receiver release said judgments, respectively.

That the sum so received by said Receiver shall be in full payment, compromise and settlement of said judgments and discharge thereof.

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 20th, 1934.

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

LOIS WYSONG)
VS) # 14228
ALGER WYSONG)

Comes now the defendant, by counsel, and files answer to complaint, 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 the evidence in this cause, now takes the same under advisement.

DAVIE B. BLUNK)
VS) # 14097 Divorce Decree
BESSIE V. BLUNK)

Judgt. vs Cross-Deft., Davie B. Blunk for $3.00 per week and costs.
J. D. 16, Page 193.

Comes now the plaintiff, Davie B. Blunk, by counsel and comes also the defendant, Bessie V. Blunk, in her own proper person and by counsel, and it appearing to the satisfaction of the court that the defendant has been duly notified of the filing and pendency of this action, as the same is shown by the writ of summons issued to the sheriff of Morgan County, Indiana, and the said sheriff's return endorsed thereon, which writ of summons and endorsement of said sheriff thereon are in the following words and figures, to wit: (H.I.) for more than ten days before the return date fixed in the praecipe by endorsement on said plaintiff's complaint, and more than ten days before the date of the hearing herein.

It also appears to the satisfaction of the court that more than sixty days have elapsed since the date of service was made on the defendant by said sheriff, and now the court assumes jurisdiction in this cause for the purposes of trial, finding and decree.

It further appearing to the court that the defendant has filed a cross-complaint herein and that the plaintiff's complaint is now dismissed, on motion of the said cross-complaint for hearing, trial, finding and decree.

And the court, having heard the evidence adduced by the cross-complainant on her cross-complaint, and being fully advised and informed in the premises, does now find for the cross-complainant on her cross-complaint that she is entitled to a divorce from the plaintiff on the grounds and for the reasons set forth and alleged in her cross-complaint.

The court further finds that this cross-complainant shall have the care and custody of their infant child, Norman Paul Blank, aged fourteen months, and that the plaintiff, Davie B. Blank, shall have reasonable visiting privileges granted him to see their said child, above named, at the home of said child's mother at reasonable times and that he shall further have the privilege at reasonable times to take the said child to the home of the paternal grandmother, but not for over night at any time.

The court further finds that said above named Davie B. Blunk shall pay into the office of the Clerk of the Hendricks Circuit Court a reasonable amount for the

care and support of said child.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant, and between the cross-complainant and cross-defendant, be and they are hereby dissolved and set aside, and the said cross-complainant is hereby granted an absolute divorce from the cross-defendant on her cross-complaint.

It is further ordered and decreed that Davie B. Blunk shall pay to the Clerk of the Hendricks Circuit Court the sum of $3.00 per week for the support of said child and that the first payment shall be made on the 23rd day of April, 1934, of $6.00 which amount shall pay for two weeks from said date and a like sum of $6.00 shall be paid every two weeks thereafter until the further order of the court. And said Clerk is directed to pay said moneys to Bessie V. Blunk for the care and support of said child.

It is adjudged that the plaintiff, Davie B. Blunk, pay the costs of this action taxed at Seven Dollars and Fifty five cents ($7.55) which costs are now paid.

ONA WILLIAMS)
VS) # 14011
INDIANAPOLIS RAILWAYS, INC.)

Come now the parties, in person and by counsel, and the jury is again brought into Court, and now the plaintiff dismisses her second paragraph of complaint.

Arguments are heard and concluded, and 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 plaintiff duly objects and except, and the defendant also duly objects and excepts. And the Court gives of the instructions tendered by the defendant instructions numbered 1, 5, 6, 8 and 10, to the giving of each one of which the plaintiff duly 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 court adjourned until 9:00 o'clock A. M. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, April 21st, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ONA WILLIAMS)
VS) # 14011
INDIANAPOLIS RAILWAYS, INC.)

Come now the parties, by counsel, and the jury is again brought into Court and return a verdict for the plaintiff in the sum of $1250.00, which verdict is in the words and figures following, to-wit:

ONA WILLIAMS)
VS) CAUSE NUMBER 14011
INDIANAPOLIS RAILWAYS, INC.)

We, the jury, find for the plaintiff, and assess her damages in the sum of $1250.00.

Thos. G. Durham

FOREMAN

And now the jury is discharged from further duties in this cause.

CHLOEA PEARCY)
VS) # 14100
RAYMOND PEARCY)

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.).

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA.)
VS) # 14257 Judgt. vs Defts., Tillman H. Stanley
TILLMAN H. STANLEY,) DECREE and Lou Stanley for $4,835.46 and Costs.
LOU STANLEY,) J. D. 16, Page 193.
BETTIE STEVENS.)(Judgment vacated and set aside January 19th, 1935.)

Comes now the plaintiff by EDGAR M. BLESSING and DAVIS HARRISON, 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 are in the words and figures following, to-wit: (H.I.);

That the defendants, Tillman, H. Stanley, Lou Stanley, and Bettie Stevens, have been duly 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 onto be heard.

And now on motion of the plaintiff, each of the defendants above named is three times loudly called in open court, but comes not, nor any one for them, and hereinwholly makes default.

Now this cause being at issue on the complaint and defaults 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, Tillman H. Stanley and Lou Stanley, the following sums, to-wit:

Valance of principal	$3,120.00
Int. accrued 1 - 1 - 32	214.50
8% int. to 4 - 21 - 34	615.02
Insurance paid 12 - 1 - 32	10.50
8% int. to 4 - 21 - 34	1.17
Insurance paid 12 - 26 - 33	20.00
8% int. to 4 - 21 - 34	.51
Taxes paid 3 - 29 - 34	595.36
8% int. to 4 - 21 - 34	2.90
Abstract continuation	5.50
TOTAL	$4,585.46

The court further finds that a reasonable fee for the plaintiff's attorney is the sum of $250.00 ; and that plaintiff is entitled to recover said sum as a part of its judgment.

The Court further finds 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 Tillman H. Stanley and Lou Stanley, on August 26, 1930, at which time they were owners in fee simple of said real estate; that said mortgage was filed for record at 10:00 o'clock, A. M., on September 11, 1930, and recorded in Mortgage Record 89, at Pages 546-548, 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 then 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 became due on January 1, 1932, the same was not paid, and that thereupon plaintiff elected to declare due and owing the entire principal balance, with interest at 8% per annum from said January 1, 1932.

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 receover of and from the defendant, Tillman H. Stanley and Lou Stanley, the principal sum of $4,835.46, principal, interest and advancements, together with costs of this suit and accruing costs, with 8% interest per annum from this date; all payable without relief from valuation or appraisement laws.

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

The East half of the Northwest quarter of Section 25, Township 17 North of Range 1 West, containing 78.77 acres.

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, and free and clear of all claims of the 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, 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, adjudged and decreed that CLAUDE W. GLADDEN be and he is hereby appointed receiver to take charge of the 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 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, hereinbefore appointed receiver, 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'd 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 to remove from the premises the said person or persons failing or refusing to yield possession.

All of which is ordered, adjudged and decreed.

GERALDINE PHILLIPS)
VS)# 14157 - Divorce Decree Judgt. vs Deft. for Costs.
CHARLIE PHILLIPS) J. D. 16, Page 193.

Comes now the plaintiff in person and by counsel and comes also the defendant by counsel and it appearing to the satisfaction of the court that the defendant has been duly notified of the filing and pendency of this cause of action as the same is shown by the writ of summons issued herein to the sheriff of Morgan County, Indiana, and the return of said sheriff endorsed on said writ of summons, which writ of summons and said sheriff's return thereon are in the following words and figures, to wit: (H.I.), for more than ten days before the return day endorsed on the complaint and more than ten days before the date of the hearing herein.

It also appearing to the satisfaction of the court that more than sixty days have elapsed since said defendant was so notified by said sheriff, the court now assumes jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now this cause is submitted to the court and the court, having heard the evidence adduced by the plaintiff in support of the allegations contained in her complaint, and being duly advised in the premises, finds that the allegations contained in her complaint are true and that the plaintiff is entitled to a divorce from the defendant on the grounds and for the reasons set forth in her complaint.

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

bonds of matrimony heretofore existing between the plaintiff and defendant be dissolved and set aside and that the plaintiff, Geraldine Phillips, be and she is hereby granted an absolute divorce from the defendant, Charlie Phillips.

It is further ordered and adjudged by the court that the former name of Geraldine Carter be and the same is hereby restored to the plaintiff.

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

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, a corporation,)
Plaintiff)
-vs-) Cause No. 14102
ADA B. CREWS, unmarried,) D E C R E E
HAZEL C. HART,) Judgt. vs Defts., Ada B. Crews,
DAVID B. HART, her husband,) Hazel C. Hart and David B. Hart
FRANK C. EVANS, LAWRENCE E.) for $14,992.71 and costs.
DeVORE AND BENJAMIN C. EVANS,) J. D. 16, Page 193.
partners doing business under)
the firm name and style of)
Evans, DeVore and Company,)
EMMA J. SWANK, administratrix)
of the estate of william a.)
Swank, deceased.)
EMMA J. SWANK,)
ERA S. RISHER,)
LESTER J. SWANK,)
W. A. SWANK LOAN COMPANY, a)
corporation,)
_____,)
Defendants.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, by Howard A. Sommer and Zimri E. Dougan, its attorneys; and come also the defendants, Ada B. Crews, unmarried, Hazel C. Hart and David B. Hart, her husband, by Ira Sharp and Otis E. Gulley, their attorneys, and come also the defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, by Lowell S. Love, their attorney.

And it appearing to the satisfaction of the court that the defendants, Emma J. Swank, Administratrix of the estate of William A. Swank, deceased, Emma J. Swank, Era S. Risher, Lester J. Swank, W. A. Swank Loan Company, a corporation, disclaim any interest in the real estate described in the complaint.

And the court having had this cause under advisement and now being duly advised in the premises files his special findings of facts and conclusions of law thereon, in the words and figures as follows:

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY)
VS) CAUSE NUMBER 14102
ADA B. CREWS, ET AL.)

The defendant, Ada B. Crews, in the above entitled cause having requested the

Court to find the facts specially and to state conclusions of law thereon, now finds the facts to be as follows;

FINDING NUMBER ONE.

That on the 1st day of March, 1926, the defendant, Ada B. Crews and her husband, Henry C. Crews, were the owners as tenants by entirety of the following described real estate; in Boone County, Indiana, to-wit:

> The Southwest quarter, containing 155 acres, more or less; also 10 acres off of the West side of the Southwest quarter of the Southeast quarter; also 10½ acres off the West side of the Northwest quarter of the Southeast quarter, all in Section 6, Township 18 North, Range 1 West, and containing the aggregate 175½ acres, more or less.

That said real estate was purchased by the said Henry C. Crews and Ada B. Crews on the 8th day of May, 1919, at and for the agreed price of $50,000.00; that the defendant, Ada B. Crews, paid of her individual money into said purchase price the sum of $20,000.00.

FINDING NUMBER TWO.

That on March 1, 1926, the said Henry C. Crews and Ada B. Crews executed their promissory note, payable to the order of Evans-Devore and Company, in the principal sum of $11,500.00, payable five years after date, a copy of which note is attached hereto and for certainty marked Exhibit "A".

That said note was by said Evans-Devore and Company transferred by endorsement to the Mutual Benefit Life Insurance Company of Newark, New Jersey, the plaintiff in this case, and that the plaintiff was the owner and holder of said note at the time of the bringing of this action and is at the present date.

FINDING NUMBER THREE.

That to secure the payment of said note described in Finding Number Two, the said Henry C. Crews and Ada B. Crews executed a mortgage to the said Evans-Devore and Company, which mortgage was executed on the 1st day of March, 1926, on the real estate described in Finding Number One, a copy of which mortgage is filed herewith and for certainty marked Exhibit "B". That said mortgage was duly recorded on the 26th of April 1926, in Book Number 84 at Page 558 of the mortgage records in the Recorder's office in Boone County, Indiana.

FINDING NUMBER FOUR.

That on the 25th day of May, 1926, the said Evans-Devore and Company assigned in writing the mortgage heretofore described in Finding Number Three, which assignment was entered of record in the office of the Recorder of Boone County, Indiana, on the 26th day of May, 1926, and recorded in Book Number 22 at Page 170 of the Mortgage Record, a copy of which assignment is filed herewith and marked Exhibit "D".

FINDING NUMBER FIVE.

That the said Henry C. Crews died in June, 1930, and on the 9th day of March, 1931, the said Ada B. Crews, Hazel C. Hart, a daughter of Ada B. Crews, and David B. Hart who were the sole surviving heirs at law of Henry C. Crews, entered into an agreement with the Mutual Benefit Life Insurance Company, the plaintiff herein, to extend the time of the payment of the $11,500.00 obligation heretofore described in Finding Number Two, and in consideration for such extension of time promised to pay the principal sum due on said note to this plaintiff in installments of $200.00 on the first day of March, 1932; $200.00 on the first day of March, 1933; $200.00 on the first day of March, 1934; $200.00 on the first day of March, 1935, and $10,700.00 on the first day of March, 1936, together

with interest thereon at the rate of five and one-half per cent, which extension agreement is in words and figures as set out in Exhibit "C" heretofore attached; that as a part of said extension agreement there was attached ten interest coupon notes agreeing to pay the sum of $316.25 semi-annually as interest on said obligation, said coupon notes being payable on the first day of September and the first day of March of each year, beginning September 1, 1931.

FINDING NUMBER SIX.

That on April 3, 1922, the said Henry C. Crews and Ada B. Crews applied for a loan in the principal sum of $6,500.00, which loan was secured by a mortgage on the real estate described in Finding Number One and was obtained on written application by Henry C. Crews and Ada B. Crews through the Evans-Devore and Company as agents, and that said loan was secured from the plaintiff on the real estate described; that this loan was increased in the amount of $7,000.00 and a new loan of $13,500.00 was made by the plaintiff to Henry C. Crews and Ada B. Crews in the spring of 1924, at which time the loan of $6,500.00 was paid, remittance of the remainder of the $13,500.00 was made by the plaintiff on April 16, 1924, to Evans-Devore and Company as agents for the borrower. $3,000.00 was paid on this note on March 12,1925, and on March 1, 1926, the note in Finding Number Two was executed, $10,500.00 of which was applied to the payment of the remainder due on the $13,500.00 loan and $1,000.00 was remitted to the said Henry C. Crews and Ada B. Crews sometime in May, 1926.

FINDING NUMBER SEVEN.

That the plaintiff has paid in taxes on the real estate described in Finding Number One, the sum of $168.36; the sum of $3.50 for abstract continuation and that there is now due and unpaid on the obligation sued upon the sum of $14,992.71.

FINDING NUMBER EIGHT.

That the said Ada B. Crews received in person no part of the money represented by the loans set forth and described in Finding Number Six and that said sums were paid to and expended by her husband Henry C. Crews, in the conduct of various business transactions, all with her knowledge and consent; that no part of the sums so borrowed was edpended in improvements upon the real estate described in Finding Number One.

FINDING NUMBER NINE.

That the said Evans-Devore and Company was a partnership with their office and place of business in Crawfordsville, Montgomery County, Indiana, and that all of the contracts described in the findings heretofore set out were executed by the said Henry C. Crews and Ada B. Crews within the State of Indiana; that the main office and place of business of the plaintiff is in Newark, New Jersey.

FINDING NUMBER TEN.

At the time of the several transactions set forth in findings Number 2, 3 and 4 there was in force in the State of New Jersey a duly enacted statute in the following words and figures:

> "5. Contracts of married woman; exceptions
>
> That any married woman shall, after the passing of this act, have the right to bind herself by contract with any person in the same manner and to the same extent as though she were unmarried, which contracts shall be legal and obligatory, and may be enforced at law or in equity, by or against such married woman, in her own name, apart from her husband; provided, that nothing herein shall enable such married woman to become an accomodation

endorser, guarantor, or surety, nor shall she be liable on any promise to pay the debt, or answer for the default or liability of any other person; provided further, however, that if on the faith of any indorsement, contract of guaranty or suretyship, promise to pay the debt or to answer for the default or liability of any other person, any married woman obtains, directly or indirectly, any money, property or other thing of value, for her own use, or for the use, benefit or advantage of her separate estate, she shall be liable thereon as though she were unmarried, anything herein contained to the contrary notwithstanding." that said statute was enacted in 1895 and appears in the Public Laws of New Jersey for that year on page 821.

FINDING NUMBER ELEVEN.

That in all of the transactions hereinabove described the said Evans-Devore and Company were acting as agents for the said Henry C. Crews and Ada B. Crews in securing the loan of money and that the said Evans-Devore and Company applied to the plaintiff for said loans and obtained the approval thereof and transmitted the notes and mortgages executed by the said Henry C. Crews and Ada B. Crews to the plaintiff at Newark, New Jersey, where the same were inspected and approved before the money was transmitted to the borrowers. At the time of the forwarding of the notes and mortgages to the plaintiff at Newark, New Jersey, the said Evans-Devore and Company drew a sight draft upon the plaintiff for amounts covering the loan applied for, which drafts were presented to the plaintiff's bank in Newark, New Jersey, were there paid and said amount remitted to the said Evans-Devore and Company at Crawfordsville, Indiana; that the said Evans-Devore and Company then transmitted funds to the borrowers.

FINDING NUMBER TWELVE.

That in all the transactions heretofore announced in these findings the said Ada B. Crews was a legal resident of Boone County, Indiana; that she had no knowledge or information as to the laws governing the contracts of married women as they exist in the State of New Jersey and that she had no intention in the execution of the contracts sued upon that the same should be construed under the laws of the State of New Jersey.

A. J. Stevenson

Judge

First: That the law is with the plaintiff and that the note and mortgage sued upon in plaintiff's complaint is a valid and subsisting obligation against the defendants, Ada B. Crews, Hazel C. Hart and David B. Hart.

Second: That there is due the plaintiff from the defendants, Ada B. Crews, Hazel C. Hart and David B. Hart, on the obligation sued upon in plaintiff's complaint in principal, interest, attorneys' fees, taxes and abstract continuation the sum of $14,992.71, which amount the plaintiff is entitled to have and recover of and from the defendants, Ada B. Crews, Hazel C. Hart and David B. Hart, together with costs.

Third: That said sum is secured by a mortgage on the real estate described and that the plaintiff is entitled to have the same foreclosed and the real estate sold and the proceeds applied to the payment of said obligation and that the equity of redemption of all defendants in and to said real estate be foreclosed.

To each of which conclusion of law the defendants, Ada B. Crews, unmarried, Hazel C. Hart and David B. Hart, her husband, and each of them separately and severally except.

It is therefore considered, ordered, adjudged and decreed by the

court that the plaintiff have and recover of and from the defendants, Ada B. Crews, unmarried, Hazel C. Hart and David B. Hart, her husband, and each of them, the sum of $14,992.71 and its costs in this action laid out, taxed and expended, in the sum of $_____, all without relief from valuation and appraisement laws, said judgment to draw interest at the rate of 8% per annum from and after the date of its rendition until paid.

It is further considered, ordered, adjudged and decreed by the court that the equity of redemption of the defendants, Ada B. Crews, unmarried, Hazel C. Hart, David B. Hart, her husband, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, Emma J. Swank, Administratrix of the estate of William A. Swank, deceased, Emma J. Swank, Era S. Risher, Lester J. Swank, W. A. Swank Loan Company, a corporation, _____, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate in Boone County, Indiana, to-wit:-

The southwest quarter, containing 155 acres, more or less; also, 10 acres off of the west side of the southwest quarter of the southeast quarter; also, 10½ acres off of the west side of the northwest quarter of the southeast quarter, all in section 6, township 18 north, range 1 west, and containing in the aggregate, 175½ acres, more or less.

and all of the right, title, interest, and claim of said named defendants, and each of them, and of all persons claiming from, under, or through them, or any or either of them, in and to the said real estate, or so much thereof as may be necessary, shall be sold by the Sheriff of Boone County, Indiana, as lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws, and the proceeds of such sale to be applied as follows:-

1. To the payment of costs and accruing costs;
2. To the payment of the plaintiff's judgment herein, with interest thereon;
3. The overplus, if any, shall be paid to the Clerk of this court for the use of the party, or parties, lawfully authorized or entitled to receive the same under order of court.

In the event said mortgaged premises shall not sell for a sufficient sum to pay and satisfy plaintiff's judgment, with interest, costs, and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants, Ada B. Crews, unmarried, Hazel C. Hart and David B. Hart, her husband, and each of them.

And the matter of the appointment of a receiver is continued.

It is further ordered by the court that a certified copy of this judgment and decree under the hand of the Clerk and the seal of this court be issued to the Sheriff of Boone County, Indiana, and the same shall be his authority to proceed hereunder and shall be sufficient authority of the receiver to take charge of the real estate hereinbefore mentioned and described.

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 23rd, 1934.

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

HOMER K. SCHWINDLER)
VS) # 13944 Judgt. vs Pltf. for Costs.
PAUL TOMLINSON) J. D. 16, Page 194.

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 dimissed, and the plaintiff, Homer K. Schwindler, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CHARLES L. PEARSON)
VS) # 14196
STOKLEY BROS. & CO., INC.)

Come now the parties, in person and by counsel, and 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 now being at issue, the same is now submitted to Court for trial, finding and decree without the intervention of a jury.

After hearing a part of the evidence in this cause, the Court adjuurns until 9:00 o'clock A. M. Tuesday, April 24th, 1934.

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 24th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

J. FRANK CHADWICK,)
H. GRADY CHADWICK,)
ASSIGNEES OF JAMES D. WILSON,)
VS) # 13728 Judgt. vs Pltfs. for Costs.
LOUISVILLE JOINT STOCK LAND BANK,) ENTRY. J. D. 16, Page 194.
VERNER L. BOWERS, SHERIFF)
OF MONTGOMERY COUNTY, INDIANA.)

Come now the plaintiffs by Chase Harding, and M. J. Murphy, their attorneys; come also the defendants by Baker & Daniels, and Harley T. Ristine and Otis E. Gulley, their attorneys; and the court having heretofore over-ruled the demurrer of the plaintiffs to each the first and second paragraphs of the separate and several answers of the defendants to the first paragraph of complaint and supplemental complaint and to the second paragraph of complaint and supplemental complaint filed by the plaintiffs herein; the plaintiffs now refuse to plead further and elect to stand upon their demurrer. And thereupon the matters set forth in the several paragraphs of answer of the defendants are by the court taken as true and upon plaintiffs' refusal to plead further, the court now finds that the facts set forth in each of the paragraphs of answer filed by the defendants are true and that defendants are entitled to recover their costs herein; and that plaintiffs are not entitled to recover upon their complaint or supplemental complaint or upon any paragraph of their complaint or supplemental complaint.

It is therefore ordered, adjudged and decreed that the plaintiffs take nothing in this cause upon either paragraph of complaint or supplemental complaint; and that defendants recover their costs herein as against plaintiffs; upon each paragraph of defendants answer;

And now the plaintiffs pray an appeal to the Supreme Court of the State of Indiana, which is granted; and appeal bond is fixed in the sum of $100.00; and plaintiffs offer to deposit said sum of money with the Clerk of this court as said bond and as a compliance with the court's requirement to give bond; and permission is now given by the court and the clerk thereof to so deposit said amount in cash in lieu of other bonds and the clerk now accepts the same.

CHARLES L. PEARSON)
VS) # 14196
STOKLEY BROS. & CO., INC.)

Come now again the parties, in person and by counsel, and the taking of evidence is continued and concluded.

STATE OF INDIANA) SS:
HENDRICKS COUNTY)

IN THE HENDRICKS CIRCUIT COURT.

APRIL TERM, 1934.

J. FRANK CHADWICK and
H. GRADY CHADWICK, ASSIGNEES
OF JAMES D. WILSON,

VS No. 13,728

LOUISVILLE JOINT STOCK LAND BANK and
VERNER L. BOWERS, SHERIFF.
MONTGOMERY COUNTY, INDIANA.

P R E C I P E.

The Clerk will please prepare transcript of the records in the above entitled cause, particularly including the complaint (first paragraph) and second paragraph of complaint, supplemental complaint; answer of defendants to first paragraph of complaint and to supplemental complaint and answer of defendants to second paragraph of complaint and to supplemental complaint; demurrer of plaintiff to separate and several answers of defendants to first and second paragraph of complaint and to supplemental complaint; all rulings of the court and entries and record made in the cause; all for plaintiffs' use in said cause on appeal to the Supreme Court of Indiana.

Chase Harding

MATT J. MURPHY,
HARDING & HARDING,
ATTORNEYS FOR PLAINTIFFS.

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 25th, 1934.

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

ADLINE COMBS)
VS) # 13986
INDIANA RAILROAD)

Comes now the defendant, by counsel, and upon its motion conditional examination of plaintiff is ordered published.

And now said defendant files motion for physical examination of plaintiff, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion, now sustains the same, and the Court appoints Dr. L. W. Armstrong, a duly licensed and practicing physician, to examine the plaintiff.

STATE OF INDIANA EX REL,)
HOWARD L. KISER,)
VS) # 14171 ORDER FOR PLAINTIFF'S
J. D. ADAMS MANUFACTURING) ORAL EXAMINATION
COMPANY,)
HOWARD R. MEEKER)

Comes now the J. D. Adams Manufacturing Company, defendant in the above-entitled cause, and files its written motion for an order for the oral examination of plaintiff, which motion is in the words and figures as follows, to-wit:

(H.I.)

And the Court, having examined said motion and being duly advised in the premises, finds that said motion should be granted.

IT IS THEREFORE ORDERED that Howard L. Kiser, plaintiff in said cause, be and he hereby is directed to submit himself to an examination under oath by defendant in said cause concerning the matter stated in the pleadings therein, at a time and place to be designated by defendant, of which plaintiff shall have at lease give (5) days previous notice, and before an officer authorized to take depositions.

THE MUTUAL BENEFIT LIFE IN-)
SURANCE COMPANY, A CORP.)
VS) # 14217
EDWARD ADAIR, ET AL.)

Come 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 now the Court having seen and examined said motion and being duly advised, now sustains the same.

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

C. J. Stevenson, Judge.

Thursday Morning, April 26th, 1934.

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

PLAINFIELD BUILDING &)
LOAN ASSOCIATION.)
VS) # 14178 Judgt. vs Pltf. for Costs.
JOHN B. CARR,) J. D. 16, Page 194.
ETHEL B. CARR.)

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, Plainfield Building & Loan Association, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

MARY MARGARET RYAN)
VS) # 14227
RUTH ALEXANDER, ET AL.)

Come now the plaintiff, by counsel, and the defendants are ruled to answer on or before May 7th, 1934.

CALVIN W. HENDRICK, ET AL.)
VS)# 14224
ARTHUR JACKSON)

Comes now the plaintiff, by counsel, and upon his motion deposition on file is ordered published.

Comes now the parties, in person and by counsel, and the defendant files cross-complaint, which cross-complaint is in the words and figures following, to-wit: (H.I.). And now the plaintiff files demurrer to cross-complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer, now withholds ruling, and this cause is 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 takes the same under advisement.

STATE OF INDIANA)
VS)# 7454
CLEO L. HUNT)

Comes now again Edgar A. Rice, Special Judge, and assums the Bench. And comes the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in person and by counsel, and the Court now appoints C. V. Sears as attorney in good standing at the Bar of this Court, as assistant prosecuting attorney in thiscase.

It appearing to the satisfaction of the Court that because of numerous challenges, it is ordered that a Special Venire should be issued for jurors, and that the Clerk of this Court shall in the presents of the Jury Commissioners, draw from the box

provided for that purpose, 20 names, and such additional persons shall be summonsed for jury service in this cause. It is further ordered that Special Venire be issued to the Sheriff of Hendricks County, Indiana, to summons said persons so drawn.

1.	William Kellum	Guilford Twp.	11.	Charles Dale	Union Twp.
2.	Joseph B. Doll	Guilford "	12.	Robert E. Smith	Union "
3.	Buell Jeffers	Eel River "	13.	Oscar Jeffries	Eel River "
4.	Charley Graham	Lincoln "	14.	Walter Oldham	Liberty "
5.	Ora Holtsclaw	Middle "	15.	Ed Rumley	Marion "
6.	Fred McGrady	Marion "	16.	Edgar Thompson	Washington "
7.	Roscoe Leak	Union "	17.	Ed Leak	Union "
8.	John Mills	Guilford "	18.	Charles Logue	Clay "
9.	Howard Poff	Clay "	19.	Walter S. Moon	Guilford "
10.	Ennis Rhea	Clay "	20.	Fred Hadley	Center "

Trial by jury, and at the hour of adjournment now jury having been secured, the further consideration of this case is continued until to-morrow morning at 9:00 o'clock A. M. April 27th, 1934.

Edgar A. Rice

Edgar A. Rice, Special Judge.

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

A. J. Stevenson, Judge.

Friday Morning, April 27th, 1934.

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

CASSIE MILLER)
VS) # 14218
JOSEPH M. MILLER)

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 CORP.)
VS) # 14217
EDWARD ADAIR, ET AL.)

Come now again the parties, by counsel, and the Court now submits the names of the counties adjoining, and each strikes therefrom and Montgomery County remaining, this cause is now sent on change of venue to Montgomery County, and five days are given in which to pay costs and perfect change.

STATE OF INDIANA)
VS) # 7437
JAMES SHELTON)

Comes now the defendant, by counsel, and presents to the court his typewritten transcript of all the evidence given and proceedings had in the trial of said cause, objections thereto, rulings of the court thereon, all motions made in the trial of said cause, and all the rulings of the court thereon, and all the exceptions taken and reserved in the trial of said cause, and now said typewritten transcript is examined and signed by the court and embodied in, and made defendant's Bill of Exceptions Number Two, containing the evidence given, and the proceedings had in the trial of said cause, and said Bill of Exceptions is now ordered filed as a part of the record in this cause, and now after the same is signed by the court said Bill of Exceptions Number Two, containing the evidence given and the proceedings had in the trial of said cause, the same is filed with the Clerk and in the office of the Clerk of this Court, and is in words and figures following to-wit: (H.I.)

IN THE MATTER OF THE LIQUIDATION OF THE PEOPLES)
BANK & TRUST COMPANY OF CLAYTON, INDIANA.) E N T R Y

Comes now the Department of Financial Institutions of the State of Indiana by its Special Representative and files its verified petition herein praying for an order authorizing said Special Representative of the Department of Financial Institutions of the State of Indiana to release a mortgage executed by T. Howard Mitchell and wife to the Peoples Bank & Trust Company of Clayton, Indiana, and also to accept bonds of the Home Owners Loan Corporation at their Face value and in payment of the indebtedness of the said T. Howard Mitchell and wife, which petition is in the words and figures as follows, to-wit: (H.I.)

And the court now being duly advised in

the premises finds that said petition should be allowed and that an order should be issued authorizing the said Department of Financial Institutions of the State of Indiana to accept the bonds of the Home Owners Loan Corporation at their face value in payment of the mortgage executed by T. Howard Mitchell and wife to the Peoples Bank & Trust Company of Clayton, Indiana, and upon a delivery of said bonds to the Department of Financial Institutions of the State of Indiana or its Special Representative that such Spcial Representative should relase of record said mortgage.

It is, therefore, ordered and adjudged that the Department of Financial Institutions of the State of Indiana be, and it is hereby, authorized to accept in payment, at their face value, the bonds of the Home Owners Loan Corporation for the indebtedness of the said T. Howard Mitchell and wife to the said Peoples Bank & Trust Company of Clayton, Indiana, and upon delivery of such bonds to the Department of Financial Institutions of the State of Indiana or its Special Representative that said Special Representative, on behalf of the Department of Financial Institutions of the State of Indiana, shall release and satisfy the mortgage executed by T. Howard Mitchell and wife to the Peoples Bank & Trust Company of Clayton, Indiana, said mortgage being recorded in Mortgage Record 79 at page 167 of the Mortgage Records of Hendricks County, State of Indiana.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Come now the parties, in person and by counsel, and this cause being at issue, the following jury is now empanelled and sworn as follows, to-wit: John Mills, Charlie Layman, Joseph B. Doll, Robert E. Smith, Alfred Cooper, Ed Hubbard, Howard Poff, Amos Smith, Emil Hadley, H. J. Ballard, Walter Oldham and Alva Hocker, 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.

Evidence is heard until hour of adjournment, and the jury is permitted to separate under admonition of Court until 9:00 o'clock to-morrow morning, April 28th, 1934.

Edgar A. Rice

Edgar A. Rice, 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 April 28th, 1934.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14257
TILLMAN H. STANLEY, ET AL.)

Comes now Glaude W. Gladden, heretofore appointed receiver in this cause, and files his bond as such receiver, which bond is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said bond and being duly advised in its premises, now approves the same, and said receiver now qualifies and enters upon his duties.

EVA KESLER)
VS) # 13621
HENRY COX)

Come now again the parties, by counsel, and the death of the defendant, Henry Cox, being suggested, by agreement of parties, Murray Morris, Administrator of said defendant's estate, is now substituted as party defendant.

And the Court having seen and 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 defendant duly objects and excepts.

And now the said defendant prays an appeal to the Appellate Court of Indiana, and the Court being duly advised, said appeal is now granted, and sixty days are given to file Bill of Exceptions.

KATHERYN L. MURPHY)
VS) # 14270
DENNIS H. MURPHY)

Comes now the plaintiff, by counsel, and files verified petition for restraining order, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises, now grants the same, and the defendant, Dennis H. Murphy, is ordered restrained from disposing of property or funds in bank until further order of the Court.

STATE OF INDIANA)
VS) # 7466
WALTER LINNE)
FAVERITE DUKES)
ROBERT FENECANE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper person, and each 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.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in person and by counsel, and the jury is again brought into open Court, and after hearing a part of the evidence, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Monday, April 30th, 1934.

Edgar A. Rice
Edgar A. Rice, 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, April 30th, 1934.

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

WILLIAM H. HENLEY, ET AL.)
VS) # 14252
CLAUDE J. IDDINGS, ET AL.)

Come now the plaintiffs, by counsel, and the defendants are ruled to answer on or before May 7th, 1934.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in person and 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 until 9:00 o'clock A. M., May 1st, 1934.

Edgar A. Rice
Edgar A. Rice, Special Judge.

STATE OF INDIANA)
VS) # 7466 Judgt. vs Defts. for Costs.
WALTER LINNE) J. D. 16, Page 195.
FAVORITE DUKES)
ROBERT FENECANE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendants, in their own proper persons, and said defendants having heretofore plead guilty, and the Court being duly advised, now renders judgment.

It is, therefore, adjudged and decreed by the Court that the defendant, Favorite Dukes, for the offense by him committed, be and he is imprisoned in the Indiana Reformatory for a period of not less than one nor more than ten years, and that his true age is twenty-two.

It is further adjudged and decreed by the Court that the defendants, Walter Linne and Robert Fenecane, each be and he is imprisoned in the Indiana State Farm for a period of six months, and that they are each twenty years of age.

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

GRAND AND PETIT JURORS, DRAWN FOR THE MAY TERM, 1934.

BE IT REMEMBERED, That on the 30th day of April, 1934, Harry G. Thompson and John G. Shelton 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, 1934 of this court, viz:

1. Herman Peacock ----------Guilford Township
2. Hubert Westerfield ----------Center Township
3. Elmer Kennedy ----------Union Township
4. Urban Lawson ----------Marion Township
5. Henry Proctor ----------Middle Township
6. Carl Vannice ----------Marion Township

And the Clerk of this Court at the same time and in the like manner drew from the Jury Box the names of the following persons for Petit Jury service for the May Term, 1934 of this court, viz:

1. John Kurtz	Marion	Twp.	16. Russell Griffith	Union	Twp.
2. Evert Stanley	Guilford	Twp.	17. Irvin Burns	Liberty	Twp.
3. Frank Blaydes	Eel River	Twp.	18. Victor Euliss	Washington	Twp.
4. Lee Greenlee	Marion	Twp.	19. Floyd Parker	Middle	Twp.
5. Russell Marsh	Middle	Twp.	20. John Lopossa	Liberty	Twp.
6. Charles G. Miles	Center	Twp.	21. Lowell Parsons	Washington	Twp.
7. Ray Briner	Washington	Twp.	22. Cyrus Stanley	Clay	Twp.
8. Claude Gladden	Lincoln	Twp.	23. Earl Duncan	Guilford	Twp.
9. Gilbert Bryant	Center	Twp.	24. Harry Morrison	Washington	Twp.
10. John Hott	Middle	Twp.	25. Herman Heavin	Marion	Twp.
11. Fred Parker	Clay	Twp.	26. Ned Herrington	Center	Twp.
12. Alva Routh	Eel River	Twp.	27. Irvin Thompson	Liberty	Twp.
13. Glen Duncan	Eel River	Twp.	28. Leslie Selch	Washington	Twp.
14. Russell Wynkoop	Eel River	Twp.	29. George Dunivan	Franklin	Twp.
15. Ben Scott	Liberty	Twp.	30. Bruce Walton	Middle	Twp.

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 1st, 1934.

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

CASSIE MILLER)
VS) # 14218
JOSEPH M. MILLER)

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

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT.)

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 jury is again brought into Court, 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., May 2nd, 1934.

Edgar A. Rice

Edgar A. Rice, 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 2nd, 1934.

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

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

Comes now the plaintiff, by counsel, and the defendant is ruled to answer supplemental complaint on or before May 12th, 1934.

Paul C. Layman
Special Judge

STATE OF INDIANA ON THE RE-)
LATION OF LUTHER F. SYMONS,)
BANK COMMISSIONER OF THE)
STATE OF INDIANA.)
VS) # 13802
PITTSBORO STATE BANK, PITTSBORO)

Comes now the receiver, by counsel, and files petition for authority to pay 25% dividend on deposits, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises, now approves the same and payments are ordered as petitioned for.

Said receiver also files petition for allowance, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises, the receiver is now allowed a fee of six hundred dollars, and a fee of three hundred dollars for its attorney, Edgar M. Blessing, as partial allowance for services as petitioned for.

STATE OF INDIANA EX REL)
LUTHER F. SYMONS, BANK)
COMMISSIONER.)
VS) # 13810
CLAYTON BANK AND TRUST CO.)

Comes now William E. Wood, by counsel, and files petition to have claim preferred, which petition is in the words and figures following, to-wit: (H.I.).

GEORGE V. VAUGHAN)
VS) # 13862 Judgt vs Pltf. for Costs.
FRANK E. GUTHRIE, ET UX) J. D. 16, Page 195.

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, George V. Vaughan, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GEORGE V. VAUGHAN)
VS)# 13876 Judgt. vs Pltf. for Costs.
JULIA WILLIAMS) J. D. 16, Page 195.

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, George V. Vaughan, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) #7454
CLEO L. HUNT)

Comes now the State of Indiana, by John A. Kendal, prosecuting attorney, and comes also the defendant, in his own proper person and by counsel, and it appearing to the satisfaction of the Court that one of the jurors in this case, named, John Mills, is ill and because thereof is unable to proceed with the trial in this case at this time, and the Court, on its own motion, postpones the further consideration of trial of this case until Friday morning, May 4th, 1934 at 9:00 o'clock A. M., and the jury is permitted to separate under the admonition of the Court until Friday morning, May 4th, 1934, at 9:00 o'clock A. M.

Edgar a. Rice
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, May 3rd, 1934.

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

R. V. BOYL AND)
LETHA PENTECOST, EXS., ETC.)
VS) # 14156 Judgt. vs Pltfs. for Costs.
FRANCES PEARL MOWRY, ET AL.) J. D. 16, Page 195.

Come now the plaintiffs, by counsel, and upon their motion this cause is 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, R. V. Boyl and Letha Pentecost, executors of the estate of H. W. Pentecost, deceased, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LOLETA ROBERTS)
VS) # 13896 Judgt. vs Deft. for Costs.
WARREN ROBERTS) J. D. 16, Page 196

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 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 plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between Loleta Roberts and Warren Roberts be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

It is further ordered and adjudged by the Court that the defendant, Warren Roberts, pay and satisfy the costs of this action, taxed at_____dollars and _____cents.

OSCAR T. SCAMAHORN)
VS) # 14127
GERTHA BURKETT, ET AL.)

Comes now the commissioner, Lee Buechler, heretofore appointed, 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 report and being duly advised in its premises now approves the same, and said commissioner is discharged from his bond and trust.

And now the balance delivered by said commissioner to the Clerk of the Hendricks Circuit Court, amounting to the sum of $3286.65, is ordered distributed in accordance with interests heretofore fixed, which are as follows:

1. $271.66 the distributive share of Oscar Scamahorn.
2. $328.66 the distributive share of Gertha Burkett.
3. $328.66 the distributive share of Pinkie C. Hubble.
4. $328.66 the distributive share of Grace M. Hubble.

Thursday, May 3rd, 1934, and the 52nd day of the March Term, 1934.

5. $ 328.66 the distributive share of Fred Hubble.
6. $ 328.66 the distributive share of Herman Hubble.
7. $ 385.66 the distributive share of Mae Walker.
8. $ 328.66 the distributive share of Elsie M. Bryant.
9. $ 164.33 the distributive share of William G. Irwin.
10. $ 164.33 the distributive share of Linney L. Sweeney.
11. $ 82.18 the distributive share of Robert Hubble.
12. $ 82.18 the distributive share of Bertha Hubble.
13. $ 82.18 the distributive share of Dorothy Hubble.
14. $ 82.17 the distributive share of Catherine Hubble.

RECEIPTS:

1. May 29-1934 Rec'd. $271.66 my distributive share herein. Oscar Scamahorn
2. May 12-1934 Rec'd. $328.66 my distributive share herein. Bertha Bursett
3. May 10-1934 Rec'd. $328.66 my distributive share herein. Mae Walker-formerly Pinkie Hubble
4. Sept 29-1934 Rec'd. $328.66 my distributive share herein. Grace M Hubble
5. May 19-1934 Rec'd. $328.66 my distributive share herein. Fred H Hubble.
6. May 10-1934 Rec'd. $328.66 my distributive share herein. Herman Hubble
7. May 14-1934 Rec'd. $385.66 my distributive share herein. Mae Walker
8. May 10-1934 Rec'd. $328.66 my distributive share herein. Elsie M. Bryant
9. July 26-1934 Rec'd. $164.33 my distributive share herein. Wm G Irwin By E M Sweeney atty
10. July 26-1934 Rec'd. $164.33 my distributive share herein. Linn L Sweeney By E M Sweeney Att.
11. May 11-1934 Rec'd. $ 82.18 my distributive share herein. Robert Hubble
12. May 8-1934 Rec'd. $ 82.18 my distributive share herein. Bertha Hubble Bjp
13. May 11-1934 Rec'd. $ 82.18 my distributive share herein. Dorothy Hubble
14. May 11-1934 Rec'd. $ 82.17 my distributive share herein. Grace Reese Guardian of Catherine Hubble

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

A. J. Stevenson, Judge.

Friday, May 4th, 1934, and the 53rd day of the March Term, 1934.

Friday Morning, May 4th, 1934.

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

THE STATE OF INDIANA)
VS) # 7326
JESSIE ELMORE)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in hiw own proper person, and the Court now releases him on his own recognizance until May 19th, 1934.

STATE OF INDIANA)
VS) # 7468
WALTER WILLIAMS)

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 guilty as charged in the affidavit.

And now this cause is continued until 9:00 o'clock A. M. Tuesday, May 8th, 1934, and the defendant is permitted to go on his own recognizance until such date.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

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 empanelled jury is again brought into Court, and the trial of this case having been begun and being now in progress, and the expiration of the time fixed by law for continuance of the present term to-wit: March Term, 1934, having expired, and the trial of this cause not being finished, it is now ordered by the Court that the present term of this Court be, and the same is now prolonged and continued and extended to transact and enforce all matters which shall be necessary for the trial and termination of this case, and that the present term of this Court be and the same be not deemed to be ended until this case shall be solely disposed of by the Court. The further hearing of this cause is continued until Monday morning May 7th, 1934 at 9:00 o'clock A. M, and the jury is permitted to separate under the admonition of the Court until Monday morning May 7th, 1934, at 9:00 o'clock A. M., and all witnesses are recognized to appear at that time.

Edgar A. Rice
Edgar A. Rice, Special Judge.

GENERAL COURT ALLOWANCE FOR THE MARCH TERM, 1934.

Helen Harris, Court Reporter	$238.24
Frances H. Goodwin, Special Court Reporter	10.00
Harry Thompson, Jury Commissioner	6.00
John G. Shelton, Jury Commissioner	6.00
Alvin Hall	12.50
Lawyers Cooperative Publishing Company	12.50

Friday, May 4th, 1934, and the 53rd day of the March Term, 1934.

Charles V. Sears, Special Judge	$ 30.00
Paul E. Layman, Special Judge	10.00
TOTAL:	$ 325.24

THE LADOGA BUILDING LOAN FUND)
AND SAVINGS ASSOCIATION.)
VS) # 14110 Judgt vs Pltf. for Costs.
BERTHA M. BLESSING, ET AL.) J. D. 16, Page 196.

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 Ladoga Building Loan Fund and Savings Association, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARPER A BUSBY)
VS) # 12843 Judgt. vs Pltf. for Costs.
EFFIE A. WINEGARDENER) J. D. 16, Page 196.

Comes now the plaintiff, by counsel, and the Court having seen and examined the plaintiff's motion to re-instate this cause of action, heretofore filed, now overrules the same, to which ruling the plaintiff excepts, and this cause is 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 that the plaintiff, Harper A. Busby, is ordered to pay the costs, 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 May Term, 1934, of said court.

And the Court adjourned until court in course,

Records read and signed in open court.

A. J. Stevenson, Judge.

Monday, May 7th, 1934, and the 1st day of the May Term, 1934.

Monday Morning, May 7th, 1934.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the May Term, 1934, 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 May, 1934, 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:

MARY MARGARET RAYAN)
VS) # 14227
RUTH ALEXANDER, ET AL.)

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

MYRTLE GRANTHAM)
VS) # 14277
ROY E. WARREN, 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 now summons to new parties is ordered issued, making the same returnable May 21st, 1934, to the Sheriff of Marion County, Indiana.

ALTA MAE HUDDLESTON)
VS) # 14184
GUY EDWARD HUDDLESTON)

Comes now the plaintiff, by counsel, and files affidavit for support and suit money, also custody of child, 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, the defendant is ordered to appear and produce the child in Court on May 19th, 1934, at 9:00 o'clock A. M.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT) (March Term, 1934, Extended)

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 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 the admonition of the Court until Wednesday morning, May 9th, 1934, at 9:00 o'clock A. M.

Edgar A. Rice
Edgar A. Rice, Special Judge.

Monday, May 7th, 1934, and the 1st day of the May Term, 1934.

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

A. J. Stevenson, Judge.

Tuesday, May 8th, 1934, and the 2nd day of the May Term, 1934.

Tuesday Morning, May 8th, 1934.

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

FRANK M. HUFFMAN)
VS) # 13820 Judgt. vs Deft. for $350.00 and Costs.
FRANK R. REYNOLDS) J. D. 16, Page 196.

Come now again 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 the plaintiff have and recover of and from the defendant the sum of $350.00, together with the costs of this action, taxed at _____dollars and _____cents.

ERNEST E. FARROW, SR.)
MARION F. FARROW)
VS) # 13658 Judgt. vs Pltfs. for Costs.
J. MARTIN THOMPSON) J. D. 16, Page 197.

The Court on its own motion now dismisses this cause of action for want of prosecution 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, Ernest E. Farrow, Sr. and Marion F. Farrow, are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HENRY J. BRUNES)
VS) # 14267 Judgt. vs Deft., Mary A. Snow, for $517.31
MARY A. SNOW, &) Judgment and Decree and costs.
SAMUEL SNOW.) of Foreclosure. J. D. 16, Page 197.

Comes now the plaintiff by Thad S. Adams, his attorney, and shows to the court, and files herein, the summons issued to the Sheriff of the aforesaid County for the above named defendants, together with the return of said Sheriff endorsed thereon, which summons and Sheriff's return are in words and figures as follows, (H.I.) whereby it appears to the satisfaction of the court, that each of said defendants was by said summons having been read to, and within the hearing of each of them, on the 26th, day of April 1934, and more than ten (10) days before the 7th, day of May 1934, said day having by endorsement on the complaint herein, been fixed as the return day for the process issued in this cause. And said defendants and each of them, failing to appear and answer said complaint, are now upon the order of the court, each three times loudly called, but come not, and herein wholly make default. And now upon plaintiffs motion this cause is submitted to the court for trial, hearing, judgment and decree without the intervention of a jury, upon the issue joined by said complaint and default of said defendants, and the court having heard the evidence, and examined the proofs adduced, and being duly advised in the premises, now finds that the defendant Mary A. Snow, is indebted to the plaintiff for principal of said note the sum of $400.00, for unpaid interest thereon, $83.96, for taxes $4.19 for ditch assessment and interest $4.16, and for attorneys fees $25.00, making the total sum now due and owing plaintiff $517.31, for which sum the plain-

tiff is entitled to have and receover judgment against the defendant Mary A. Snow, together with all costs that may be now, or hereafter taxed in this cause, and that the same be collected without any relief whatever from valuation and appraisement laws, and that this judgment bear interest from date until paid at the rate of seven per cent per annum. The court further finds that at the date of the execution of the note in suit, to-wit; March 7th, 1917, the defendants Mary A. Snow, and Samuel Snow, husband and wife, duly executed to plaintiff as security for the payment of said note, their certain mortgage, which was on said 7th, day of March 1917, duly recorded in Mortgage Record No. 66 at page 356, for Hendricks County, Indiana, on the following described real estate situated in Hendricks County, and State of Indiana, to-wit; A part of the south West Quarter of the North East Quarter of Section Eighteen (18), Township Seventeen (17), North Range Two (2) East, described as follows, to-wit:

Beginning at the South West corner of said Quarter (1/4)-Quarter (1/4) and running thence North on the West line line thereof Fifty (50) rods, Thence East with the Section bearings Sixteen (16) rods, Thence South parallel with the West line of said Quarter (1/4) Quarter (1/4) Fifty (50) rods to the South line thereof, Thence Wes on said line Sixteen (16) rods to the place of beginning, Estimated to contain Five (5) acres more or less,

And the court now finds that the plaintiff is legally entitled to have said mortgaged foreclosed, and said described lands sold for the payment of said judgment.

Wherefore it is now hereby ordered, adjudged and decreed by the court, that the plaintiff have and recover of the defendant Mary A. Snow, judgment for the sum of Five Hundred and Seventeen and 31/100 ($517.31) Dollars, together with all costs now or hereafter taxed herein, and that the same bearing interest from date until paid at the rate of seven per cent per annum from date until paid, all without any relief from valuation and appraisement laws. And it is further hereby adjudged that the aforesaid mortgage be, and the same is hereby, foreclosed, and said described real estate is hereby ordered sold as the law directs, in foreclosure proceedings, for the payment of said judgment, and from the proceeds arising from said sale, there shall first be paid all accrued and accruing costs taxed in this cause, and next that there be paid to plaintiff the above judgment and interest thereon, and the residue if any, to whomever is lawfully authorized to receive the same, and it is further ordered that in the event that said real estate does not sell for an amount sufficient to pay said judgment, interest and costs, then the unpaid residue thereof, said Sheriff is to levy on any lands, goods or chattels found belonging to the said Mary A. Snow, subject to execution. And that a copy of this decree shall be sufficient authority for said Sheriff to execute the same.

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

STATE OF INDIANA)
VS) # 7450 Judgt. vs Deft. for $5.00 Fine and Costs.
CARL G. ELMORE) J. D. 16, Page 197.

Comes now again 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, the Court now renders judgment.

It is, therefore, adjudged and decreed by the Court that the defendant, Carl G. Elmore, 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 that he stand committed until the said fine and costs are staid or paid.

STATE OF INDIANA)
VS) # 7468 Judgt. vs Deft. for $25.00 Fine and Costs.
WALTER WILLIAMS) J. D. 16, Page 197.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in his own proper person, and the said defendant having heretofore plead guilty and the Court being duly advised, now renders judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Walter Williams, for the offense by him committed be and he is fined in the sum of twenty-five dollars, and that he pay the costs of this action, taxed at _____ dollars and _____cents, and the Court now recommends that the drivers license of said defendant, Walter Williams, be revoked for a period of one year.

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY)

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

_____

Chase Harding, Special Judge.

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

C. J. Stinnett, Judge.

Wednesday Morning, May 9th, 1934,

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

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

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 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 the admonition of the Court until Thursday morning, May 10th, 1934, at 9:00 o'clock A. M.

Edgar A. Rice
Edgar A. Rice, Special Judge.

STATE OF INDIANA)
VS) # 7470
RALPH KELCH)

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 now the Court fixes the defendant's bond at $500.00.

STATE OF INDIANA, EX REL,)
HOWARD L. KISER)
VS) # 14171
J. D. ADAMS MFG. CO.)
HOWARD R. MEEKER)

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

GEORGE V. VAUGHAN)
VS) # 13860
JENNIE H. KING.)

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

DOROTHA HIEATT)
HARRIS
VS) # 13610 Judgt. vs Pltf. for Costs.
INA H. WILSON) J. D. 15, Page 198.

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, Dorothy Harris, 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, May 10th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY.)
VS) # 14102
ADA B. CREWS, ET AL.)

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

STATE OF INDIANA)
VS) # 7299 Judgt. vs Deft. for $10.00 per Month.
ORLA CLINE) J. D. 16, Page 198.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in person,and now in open Court the defendant, Orla Cline, consents to, and the Court now orders the defendant to pay to the prosecuting witness, Lorena Cline, the sum of $10.00 per month for the support and maintainance of Jeanette Cline, minor child of said defendant, and until further order of the Court.

And now the said defendant, Orla Cline, is permitted to go on his own recognizance pending further order.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

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 jury is again brought into open Court and the taking of evidence is continued.

At the close of the State's evidence, the defendant files motion for a directed verdict in favor of the defendant, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and 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 after hearing a part of the defendant's evidence, the jury is permitted to separate under the admonition of the Court until 9:00 o'clock A. M. Friday, May 11th, 1934.

Edgar A. Rice

Edgar A. Rice, Special Judge.

ROBERTA T. BROWN, ADMINISTRATRIX, ETC.)
VS) # 14286
VERLE CREWS.)

Comes now the plaintiff, by counsel, and sommons is ordered to the defendant, Verle Crews, to appear Saturday, May 12th, 1934, at 9:00 o'clock A. M.

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 11th, 1934.

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

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in person and by counsel, and the jury is again brought into open Court and evidence is continued.

And after hearing a part of the evidence in this cause, the jury is permitted to separate under the admonition of the Court until 9:00 o'clock A. M. Friday, May 12th, 1934.

Edgar A. Rice

Edgar A. Rice, Special Judge.

FLOYD J. BURKMAN)
VS) # 13312
DOUGLAS HALL)

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.).

Charles F. Remy, Special Judge.

GORDAN HACKNEY)
VS) # 13723
REUBEN SCHULER)

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.).

WAYNE ROSS)
VS) # 14086
VIOLET ROSS)

Comes now the defendant, by counsel, and files petition for citation for plaintiff, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being duly advised in its premises, now grants the same, and the plaintiff, Wayne Ross, cited to show cause why he should not be punished, is set for hearing on Saturday, May 19th, 1934, at 9:00 o'clock A. M.

IN THE MATTER OF THE ASSESSMENT)
OF ALLEGED OMITTED PROPERTY OF) # 14214
MARY S. BOYD.)

Come now again 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.

Evidence is heard, and at the close of all the evidence, the Court 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, May 12th, 1934.

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

ROBERTA T. BROWN, ADMINISTRATRIX)
ETC.)
VS) # 14286 Judgt. vs Pltf. for Costs.
VERLE CREWS.) J. D. 16, Page 202.

Come now the parties, by counsel, and the defendant, Verle Crews, is now examined by the Court touching his property and holdings.

It appearing to the Court that the defendant has now property subject to execution, the defendant is now discharged at the plaintiff's cost.

It is, therefore, considered, ordered and adjudged by the Court that the defendant be and he is discharged, at that the plaintiff, Roberta T. Brown, Administratrix of the Estate of Hubert Brown, Deceased, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7454
CLEO L. HUNT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, 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 the admonition of the Court until 9:00 o'clock A. M. Monday, May 14th, 1934.

Edgar A. Rice

Edgar A. Rice, Special Judge.

LOIS WYSONG)
VS) # 14228 Judgt. vs Deft. for $1200.00 Alimony, $400.00 Attorneys' Fees.
ALGER WYSONG) and Costs. J. D. 16, Page 202.

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 the allegations of her complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged.

The Court further finds that the plaintiff is entitled to the sum of $1200.00 as alimony, and that the defendant should also pay to the plaintiff for the benefit of her attorneys, the additional sum of $400.00, and that he pay the costs of this action.

The Court further finds that the plaintiff's maiden name of Lois Reeves should be restored to her.

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between Lois Wysong and Alger Wysong 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 considered, ordered and adjudged by the Court that the plaintiff, Lois Wysong, be and she is entitled to the sum of $1200.00 as alimony and that the defendant, Alger Wysong, also pay to the plaintiff for the benefit of her attorneys the additional sum of $400.00, and that the said defendant pay the costs of this action, taxed at _____dollars and_____cents.

The Court further orders the plaintiff's maiden name of Lois Reeves be restored to her.

PAUL OLSON)
VS) # 13354 Judgt. vs Deft. for $400.00 and Costs.
JAMES C. NELSON) J. D. 16, Page 203.

Comes now the parties in person and by their respective attorneys and upon motion of plaintiff and by an agreement of parties this cause is now reinstated on the docket of the Hendricks Circuit Court as an action pending therein and said cause being at issue by agreement of parties thereof is submitted to the court for 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, and by agreement of parties, find for the plaintiff and against the defendant on the sum of $400.00 and his damages therein.

It is therefore ordered, adjudged and decreed by the court that the plaintiff recover of and from the defendant the sum of $400.00 together with the costs 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 14th, 1934.

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

STATE OF INDIANA)
VS) # 7454.
CLEO L. HUNT)

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 jury is again brought into open court and the taking of evidence is continued and concluded.

Arguments are heard, and at the close of said arguments, the Court gives its instructions numbered one to thirty-three, both inclusive, to the giving of each said instruction so given by the Court of its own motion, the State at the time excepts, and to the giving of each said instructions so given by the Court on its own motion said defendant at the time excepts. The Court now gives to the Jury instructions numbers 1, 2 and 7, and refuses to give instructions numbers 3, 4, 5, 6 and 8, submitted by the defendant and asked to be given as part of the instructions in this case, to the giving of each said instructions numbers 1, 2 and 7 so submitted by the defendant the State at the time excepts, to the refusal of the Court to give each of said instructions numbers 3, 4, 5, 6 and 8, so submitted by the defendant, said defendant at the time 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.).

The jury now retires in charge of a sworn Bailiff to consider of their verdict.

And now the jury returns with a verdict that the defendant is guilty as charged, that he is fifty-eight years old, that he be fined in the sum of $209.06, that he be imprisoned in State Prison for not less than two years and not more than fourteen years, and that he be disfranchised for three years, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER 7454
CLEO L. HUNT)

We, the jury, find the defendant guilty as charged in the affidavit, and we find his true age to be 58 years; that he be fined in the sum of $209.06 ; that he be imprisoned in the Indiana State Prison not less than two years nor more than fourteen years and that he be disfranchised and incapable of holding any office of trust or profit for 3 years.

Charles Layman
FOREMAN

And the Court now fixes Friday, May 18th, 1934, at 2:00 o'clock P. M. to receive sentence.

Edgar A. Rice

Edgar A. Rice, Special Judge.

IMPANELLING OF THE PETIT JURY FOR THE MAY TERM, 1934.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for duty in the Hendricks Circuit Court on Tuesday, May 15th, 1934, at 9:00 o'clock A. M.

GEORGE V. VAUGHAN)
VS) # 13848
EDWARD CONN)

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

George V. Vaughan)
vs) # 13868
Sara Hall, et al.)

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

KATHERYN L. MURPHY)
VS) # 14270
DENNIS H. MURPHY)

Whereas it appear to the court that an agreement has been entered into between the parties to this action in regard to the support and allowance to be furnished by the above defendant to the above named plaintiff, pending the final action on the divorce proceedings in said case, and that the said plaintiff is willing to have the restraining order heretofore granted in this cause to be dissolved and set aside.

It is therefore ordered and decreed by the court that the restraining order heretofore issued in said cause be and the same is hereby dissolved and set aside and held for naught.

Witness my hand in open court this 14 day of May, 1934.

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 15th, 1934.

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

GORDON HACKNEY)
VS) 13723
REUBEN SCHULER)

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion for change of venue from the county, heretofore filed, now sustains the same.

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

STATE OF INDIANA)
VS) # 7472 Judgt. vs Defts. for $25.00 Fine Each and Costs.
CHARLES EXERY) J. D. 16, Page 203.
REX SAMPSON)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each defendant, in his own proper person, and each being duly arraigned in open Court for his separate plea says that he is guilty.

It is, therefore, adjudged and decreed by the Court that each defendant, Charles Exery and Rex Sampson, for the offense by him committed be and each is fined in the sum of $25.00, and that each pay the costs of this action, taxed at _____ dollars and _____cents, and that each stand committed until the same is staid or paid.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, a corpora-)
tion,) (This judgment is vacated on June 30th, 1934.)
Plaintiff.)
VS) # 14217 Judgt. vs Defts., Edward Adair and Bertha S.
EDWARD ADAIR,) D E C R E E. Adair, for $6417.71 and Costs.
BERTHA S. ADAIR, his wife,) J. D. 16, Page 203.
Defendants.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, by Howard A. Sommer, and Zimri E. Dougan, its attorneys; and comes also the defendants, Edward Adair and Bertha S. Adair, his wife, by Carl W. Lambert, their attorney.

And it appearing to the satisfaction of the court by the summons heretofore issued in this cause to the sheriff of Boone county, Indiana, together with the return of the sheriff endorsed thereon, which summons and sheriff's return are in the words and figures following, to-wit: (H.I.), that the defendants, Edward Adair and Bertha S. Adair, his wife, have been duly served with process of the Boone Circuit Court more than ten days prior to the return day as fixed by plaintiff by endorsement on its complaint and as fixed in said summons.

And the plaintiff having heretofore filed its affidavit

in the Boone Circuit Court for change of venue and this cause having been set to this court for trial, finding and judgment and the transcript of the Clerk of the Boone Circuit Court having been filed, and this cause now being at issue upon plaintiff's complaint and the answer of the defendants, Edward Adair and Bertha S. Adair, his wife, heretofore filed herein, the same is on plaintiff's motion 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, now finds for the plaintiff that the material allegations of plaintiff's complaint are true, and that on or about the 12th day of November, 1931, the defendants, Edward Adair and Bertha S. Adair, his wife, became indebted to the plaintiff, and made and delivered to the plaintiff their certain promissory note dated on the 12th day of November, 1931, and thereby promised to pay to the plaintiff, on the 1st day of January, 1937, the sum of $5200.00, with interest thereon at the rate of 5½% per annum, payable semi-annually on the 1st days of January and July, of each year, according to the tenor and effect of ten interest coupon notes attached to the said principal note, with interest at the rate of 8% per annum on any installment of interest which shall not have been paid when due, and on the said principal sum as evidenced by the said principal note after the same shall become due and payable, without relief from valuation or appraisement laws of the state of Indiana, and with 5% attorneys' fees. The court further finds that it was further agreed that the sum of $200.00 should be paid for and on account of the principal of said note on the 1st days of January, 1933, 1934, 1935, and 1936.

The court further finds that, to secure the prompt and punctual payment of said principal promissory note and interest coupon notes as the same should become due and payable, and any extension thereof, the said defendants, Edward Adair and Bertha S. Adair, his wife, made and delivered to the plaintiff their certain mortgage dated on the 12th day of November, 1931, and did thereby mortgage and warrant to the plaintiff certain real estate in Boone county, Indiana, owned by them and described in plaintiff's complaint herein. That said mortgage was duly acknowledged by the mortgagors on the 13th day of November, 1931, before a Notary Public in and for Boone County, in the state of Indiana, and thereafter duly filed for record on the 16th day of November, 1931, at 8:30 o'clock, A. M., and recorded in Book 89 of Mortgages, at page 567, of the official mortgage records in the office of the county recorder of Boone County, in the state of Indiana.

The court further finds that the first interest coupon note attached to the said principal note, executed by the defendants Edward Adair and Bertha S. Adair, his wife, dated on the 12th day of November, 1931, and calling for the payment of $143.00, was paid on or prior to the due date thereof, but the interest coupon note attached to the said principal note, and executed by the defendants, Edward Adair and Bertha S. Adair, his wife, on the 12th day of November, 1931, and calling for the sum of $143.00, due on the 1st day of January, 1933, was not paid on the due date thereof by the defendants, or either of them, and that said defendants, and each of them, have wholly failed and neglected to pay the said installment of interest due on the 1st day of January, 1933, which said installment of interest in the amount of $143.00 remains due and wholly unpaid. The court further finds that the installment due for and on account of the principal on the first day of January, 1933, in the amount of $200.00 has not been paid, and that, by reason of the default in the payment of the interest when due, and by reason of the default in the payment of the amount due for and on account of the principal, under and by

virtue of the terms of the said note and mortgage, the said principal sum of $5200.00 became due and payable, and that there is now due the plaintiff the principal sum of $5200.00, together with interest thereon in the amount of $143.00 due on the 1st day of January, 1933, with interest on both of said sums from said date, to-wit, January 1, 1933, at the rate of 8% per annum until paid, without relief from valuation or appraisement laws of the state of Indiana.

The court further finds that since the execution of the said note the mortgage, plaintiff has been the owner and holder of the said principal note and of the said mortgage.

The court further finds that the plaintiff is entitled to have and recover of and from the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, on the note and mortgage sued on herein, the sum of $5930.92 as principal and interest; that plaintiff was obliged to advance and pay as taxes on the mortgaged real estate to protect its title the sum of $15823, and that interest on said advancement has accrued to the amount of $10.85; that plaintiff was further obliged to advance and pay the sum of $4.61 in payment of a special assessment levied against said property, and that interest on said advancement has accrued to the amount of $.35 and that plaintiff is entitled to recover for the taxes and special assessment and interest thereon, the total sum of $174.04; and further that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $7.00, and that interest on said advancement has accrued to the amount of $.50, making the total sum due for abstracting and interest thereon the sum of $7.50; and that plaintiff has been obliged to employ attorneys to enforce the collection of the said note and mortgage, and that said note provides for an attorney's fee of 5% in case it became necessary to foreclose such mortgage, and that a reasonable fee for such attorney is $305.25; and that plaintiff is entitled to recover the total sum of $6417.71, without relief from valuation and appraisement laws.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, the sum of $6417.71, of which said sum $305.25 is for plaintiff's attorneys' fees, together with its costs and accruing costs, all without relief from valuation and appraisement laws, and that said judgment shall bear interest at the rate of 8% per annum until paid.

It is further considered, ordered, adjudged and decreed by the court that the equity of redemption of the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate in Boone county, Indiana, to-wit:-

A part of the North half of the Northeast quarter of Section 33, Township 19 North, Range 1 East, described as follows, to-wit:- Commencing at a point 9.50 chains West of the Southeast corner of said tract, and running thence West 20,635 chains; thence North 20.05 chains; thence East 20.635 chains; thence South 20.05 chains, to the point of beginning, containing 41.37 acres, more or less. Also, the West half of the Southwest quarter of the Southeast quarter of Section 28, Township 19 North, Range 1 East, containing 20 acres, more or less. Also, the South half of the Southeast quarter of Section 28, Township 19 North, Range 1 East, except the West half of the Southwest quarter of the Southeast quarter of said Section 28, Township and Range aforesaid, containing 20 acres, more or less; also, except commencing 10 rods north of the Southeast corner of the South half of the Southeast quarter of said Section 28, Township and Range aforesaid; thence West 16 rods; thence North 10 rods; thence East 16 rods; thence South 10 rods, to the place of beginning, containing 1 acre, and leaving 59 acres, more or less, containing in the aggregate of the land described, 120.37 acres, more or less,

and all of the right, title, interest, and claim of said named defenants, and each of them, and of all persons claiming from, under, by, or through them, or any or either of them, in and to the said real estate, or so much thereof as may be necessary, shall be sold by the Sheriff of Boone county, Indiana, as lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws, and the proceeds of such sale to be applied as follows:-

1. To the payment of costs and accruing costs;
2. To the payment of the plaintiff's judgment herein, with interest thereon;
3. The overplus, if any, shall be paid to the Clerk of this Court for the use of the party, or parties, lawfully authorized or entitled to receive the same under order of court.

In the event said mortgaged premises shall not sell for a sufficient sum to pay and satisfy plaintiff's judgment, with interest, costs, and accruing costs, the residue of such debt remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them.

It is further ordered by the court that the matter of the application for appointment of a receiver for the real estate herein and in plaintiff's mortgage described be continued until after sale of the real estate.

It is further ordered by the court that a certified copy of this judgment and decree under the hand of the Clerk, and the seal of this court, be issued to the sheriff of Boone County, Indiana, and the same shall be his authority to proceed hereunder.

THE UNION CENTRAL LIFE INSURANCE)
COMPANY OF CINCINNATI, OHIO.)
VS) # 14255 Judgt. vs Defts. for $1258.30 and Costs.
LULU F. ZIMMERMAN AND WILLIAM) J. D. 16, Page 203.
J. ZIMMERMAN, HER HUSBAND.)

Comes the plaintiff by counsel and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants herein, Lulu F. Zimmerman and William J. Zimmerman, her husband, and from which summons and the return of said sheriff indorsed thereon the court finds that said defendants were duly served with process and notice of the filing and pendency of this action more than ten days before the 11th day of April, 1934, 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 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 and the 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 31st day of March, 1934, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the sheriff of Hendricks

County, Indiana, for the defendants, Lulu F. Zimmerman and William J. Zimmerman, her husband, and make said summons returnable on April 11th, 1934, the same being the 33rd judicial day of the March Term 1934 of the Hendricks Circuit Court; 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 upon Paragraph 1 of the complaint, that on the 2nd day of April, 1923, defendants, Lulu F. Zimmerman, and William J. Zimmerman, her husband, became indebted to the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, in the sum and amount of $500.00, and as evidence of such indebtedness on said date executed and delivered to the plaintiff their certain promissory note in the sum of $500.00 payable on the 1st day of September, 1933, and eleven interest coupon notes, representing the interest due on said principal note, the first of said interest coupon notes being for the sum and amount of $12.50 and falling due on September 1st, 1923, the other interest coupon notes, each for the sum and amount of $30.00 falling due as follows: One on September 1st, 1924, and one each of the remaining notes on the same day of each and every year thereafter until, and including September 1st, 1933; that to secure the payment of said principal note and said several interest coupon notes as and when the same became due and payable said defendants, Lulu F. Zimmerman and William J. Zimmerman, her husband, made and delivered to the plaintiff herein their certain mortgage on the following described real estate in Hendricks County, Indiana, to-wit:-

The South half of the West half of the South West quarter of Section 22, Township 16 North of Range 1 West, except the following, to-wit:-Beginning at the South West corner of said quarter quarter Section, and running thence East on the South line thereof 14 rods and 9 feet; thence North 11 rods; thence West 14 rods and 9 feet to the West line of said quarter quarter Section; thence South on said line to the place of beginning, containing in said exception one acre, and containing in the tract above described, exclusive of said exception, 39 acres more or less.

That said mortgage was dated April 2nd, 1923, acknowledged by the mortgagors on April 17th, 1923, filed for record in the Recorder's Office of Hendricks County, Indiana, at 11:40 o'clock A. M. on the 17th day of April, 1923, and duly recorded in Book 78 page 132 of the records of said office.

The court further finds that each of said interest coupon notes was paid as and when it became due until September 1st, 1933; that the interest coupon note falling due on September 1st, 1933, is unpaid; that said interest coupon note draws interest at the rate of eight per centum per annum after maturity until paid, and is payable without any relief from valuation or appraisement laws.

The court further finds that the principal note in the sum and amount of $500.00 is long past due and remains wholly unpaid; that the same draws interest at the rate of eight per centum per annum from and after September 1st, 1933, and is payable without any relief from valuation or appraisement laws.

The court further finds for the plaintiff upon paragraph 1 of the complaint, that the allegations thereof are true, and that there is due the plaintiff, and unpaid, upon this paragraph of complaint, the following sums and amounts, to-wit:-

Principal note and interest,	$528.28;
Interest note due September 1st, 1933,	$31.70;
Amount advanced for abstract,	$2.00;
Fee for Plaintiff's Attorney,	$50.00;

That said several amounts are secured by the mortgage sought to be foreclosed in paragraph 1 of the complaint, and that the plaintiff is entitled to a judgment against the defendants, Lulu F. Zimmerman, and William J. Zimmerman, her husband, for a total of said

mounts, in, to-wit:-the sum of $611.98, and the costs of this action taxed at $_____ all without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon paragraph 1 of the complaint, that it is entitled to have the mortgage set out and described in said paragraph of the complaint foreclosed and the Real Estate described therein and in said mortgage sold to pay and satisfy the amount found by the court to be due the plaintiff upon paragraph 1 of the complaint, and the costs and expenses of this action, and the costs and expenses of such sale.

The court further finds for the plaintiff upon its complaint, upon the second paragraph thereof; that on the 2nd day of July, 1928, defendants, Lulu F. Zimmerman, and William J. Zimmerman, her husband, became indebted to the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, in the sum and amount of $500.00, and as evidence of such indebtedness on said date executed and delivered to the plaintiff their certain promissory note in the sum of $500.00, payable on the 1st day of July, 1938, and ten interest coupon notes, representing the interest due on said principal note, each for the sum and amount of $30.00 and falling due as follows:
The first on the 1st day of July, 1929, and one each of the remaining notes on the same day of each and every year thereafter until, and including July 1st, 1938; that to secure the payment of said principal note and said several interest coupon notes as and when the same became due and payable said defendants, Lulu F. Zimmerman, and William J. Zimmerman, her husband, made and delivered to the plaintiff herein their certain mortgage on the following described real estate in Hendricks County, Indiana, to-wit:-

The South half of the West half of the South-West quarter of Section 22, Township 16 North of Range 1 West, except the following, to-wit:-Beginning at the South West corner of said quarter quarter Section, and running thence East on the South line thereof 14 rods and 9 feet; thence North 11 rods; thence West 14 rods and 9 feet to the West line of said quarter quarter Section; thence South on said line to the place of beginning, containing in said exception one acre, and containing in the tract above described, exclusive of said exception, 39 acres more or less.

That said mortgage was dated July 2nd, 1928, acknowledged by the mortgagors on the 9th day of July, 1928, filed for record in the Recorder's Office of Hendricks County, Indiana, at 4:10 o'clock P. M. on the 9th day of July, 1928, and duly recorded in Book 87 pages 90-91 of the records of said Office.

The court further finds that each of said interest coupon notes was paid as and when it became due until July, 1932; that the interest coupon notes falling due on July 1st, 1932, on July 1st, 1933, are each unpaid; that each of said interest coupon notes draws interest at the rate of eight per centum per annum after maturity until paid, and is payable without any relief from valuation or appraisement laws; that by the terms of the principal note, and the mortgage securing the same, the plaintiff is entitled to declare, and has so declared on, to-wit:-the 30th day of March, 1934, the entire debt secured by said mortgage and unpaid due; that said principal note, in the sum of $500.00 draws interest as follows:-From July 1st, 1933, to March 30th, 1934, at six per centum per annum, and from and after March 30th, 1934, at eight per centum per annum, and is payable without any relief from valuation or appraisement laws.

The court further finds for the plaintiff upon paragraph 2 of the complaint, that the allegations thereof are true, and that there is due the plaintiff, and unpaid, upon this paragraph of the complaint the following sums and amounts, to-wit:-

Principal note and interest,	$527.32;
Interest note due July 1st, 1932, and interest,	$34.50;
Interest note due July 1st, 1933, and interest,	$32.50;

Amount advanced for abstract, $2.00;

Fee for plaintiff's Attorney, $50.00;

that said sums are secured by the mortgage sought to be foreclosed in paragraph 2 of the complaint, and that the plaintiff is entitled to a judgment against the defendants, Lulu F. Zimmerman, and William J. Zimmerman, her husband, for a total of said several amounts, in, to-wit: the sum of $646.32, and the costs of this action taxed at $_____, 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 in paragraph 2 thereof foreclosed and the real estate described in said paragraph of the complaint and in said mortgage sold to pay and satisfy the amount found by the court to be due the plaintiff upon said paragraph of the 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 Union Central Life Insurance Company of Cincinnati, Ohio, recover of and from the defendants herein, Lulu F. Zimmerman, and William J. Zimmerman, her husband, and from each one of them severally, the sum and amount of $1258.30, and the costs of this action taxed at $ 11.80, all without any relief from valuation or appraisement laws.

It is further considered, adjudged and decreed by the court that the plaintiff's mortgages set out and described in the complaint, upon the real estate described therein, be and the same are now foreclosed against 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 of 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 thereof to be without any relief from valuation or 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, except their statutory right of redemption, 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 action and the costs of sale;

Second: To the payment of the amount found due the plaintiff upon the complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the 15th day of May, 1934, at the rate of eight per centum per annum to date of sale;

Third: 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, Lulu F. Zimmerman, and William J. Zimmerman, her husband, or from the goods and chattels, lands and tenements of any one of them, subject to execution, the sale thereof to be made without relief from valuation or 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 finally ordered, adjudged and decreed 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, May 16th, 1934.

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

STATE OF INDIANA)
VS) # 7473
MAGGIE TERRELL)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in her own proper person, and the said defendant being duly arraigned in open Court, for her plea says that she is not guilty as charged in the affidavit.

And now the said defendant is permitted to go on her own recognizance until further order of the Court.

STATE OF INDIANA)
VS) # 7474
OTIS CLOUD)

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 being duly arraigned in open Court, for his plea says that he is not guilty as charged in the affidavit.

And now the defendant's bond is fixed at $500.00.

STATE OF INDIANA ON THE RELATION)
OF LUTHER F. SYMONS, BANK COM-)
MISSIONER OF INDIANA.)
VS) # 12421 ORDER DIRECTING AND AUTHORIZING
CITIZENS STATE BANK PLAINFIELD,) RECEIVER TO RENT BANK ROOM.
INDIANA.)

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, in the above entitled cause and files his verified petition asking to rent certain space in the Citizens State Bank, Plainfield, Indiana for this Receiver's use, and which petition is in the following words and figures, to-wit: (Here Insert), and the court having examined said petition and being duly advised in the premises finds that in the interests of said trust, said Receiver should rent said space and vault in said bank room at the consideration stated therein.

It is therefore ordered by the court that said Receiver enter into a lease agreement with said Johnson as in said petition prayed for.

STATE OF INDIANA, ON THE RELATION)
OF LUTHER F. SYMONS, BANK COM-)
MISSIONER OF INDIANA.)
VS) # 12421 ORDER AUTHORIZING AND DIRECTING SALE OF
CITIZENS STATE BANK PLAINFIELD,) CERTAIN PERSONAL PROPERTY FOR LESS THAN
INDIANA) THE APPRAISEMENT.

Comes now, Horace L. Hanna, Receiver of the Citizens State

Bank, Plainfield, Indiana, in the above entitled cause, and files his duly verified report and petition, showing therein that there is certain personal property in said petition described which cannot be sold for the appraised value thereof, and asking said court to sell said property for less than the appraised value, and which petition is in the following words and figures, to-wit: (Here Insert), and the court having examined said petition and being duly advised in the premises finds that the allegations therein contained are true and that in the interests of said trust, said Receiver should sell said personal property as in his said petition set forth.

It is Therefore now ordered by the court that said Receiver sell the two vaults for $25.00, the sash, doores plumbing equipment and junk in west basement for $5.00, and the step-ladder, sweeper and miscellaneous cleaning supplies for $1.00 to Taylor H. Johnson for the sum of $31.00, and said Receiver is directed to make such sale and accept said cash for said articles.

STATE OF INDIANA, ON THE RELATION)
OF LUTHER F. SYMONS, BANK COMMIS-)
SIONER OF INDIANA.)
VS) # 12241 ORDER TO RE-APPRAISE REAL ESTATE.
CITIZENS STATE BANK PLAINFIELD,)
INDIANA.)

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and files the following verified petition (here insert) asking a re-appraisement of the certain real estate in this proceeding sought to be sold, said real estate being in the County of Hendricks, State of Indiana, to-wit:

Lot Number 1 in Block Number 6 in the
Original Town of Plainfield,

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 real estate should be re-appraised, and for the purpose of making such appraisement now appoints H. G. Hollingsworth and Chester G. Pike, two reputable and disinterested householders and freeholders of the neighborhood where said real estate is situated, who before proceeding to the discharge of their duties shall take and subscribe to an oath to honestly appraise said real estate at its fair cash value. And upon said re-appraisement being so made and filed, the same shall take the place of the original appraisement, and said Receiver shall proceed to the sale of said real estate under the former order of this court.

STATE OF INDIANA ON THE RELATION)
OF LUTHER F. SYMONS, BANK COMMIS-)
SIONER OF INDIANA)
VS) ORDER CONFIRMING SALE OF REAL ESTATE
CITIZENS STATE BANK, PLAINFIELD,)
INDIANA)

Comes now Horace L. Hanna, receiver of the Citizens State Bank, Plainfield, Indiana, and files his verified report showing therein the sale of the following described real estate in the County of Hendricks, State of Indiana, to-wit:

Lot number One (1) Block Number Six (6) in the Original Town of Plainfield, Indiana,

which report is in the following words and figures to-wit:- (Here Insert).

Said receiver also files proof of publication of notice of such sale in the following words, (Here insert).

The Court having examined the same and being sufficiently advised finds that said receiver after giving notice of the terms time and place of said sale as required by the order of this court authorizing the same sold, the real estate in his said report and the former order of this court described, and described above, at private sale to Taylor H. Johnson and Adah M. Johnson, husband and wife for the sum of $3,500.00, cash in hand, that being the highest and best bid therefor, and the full appraised value thereof.

The Court further finds that said sale was made subject to the taxes for the year 1934 payable in 1935.

The Court further finds that said purchasers have complied with the terms of said sale and the Court being satisfied that in the interest of said receivership said sale ought to be approved, and now in all things ratifies and confirms the same, together with the acts of said receiver as by him report, and said receiver is now ordered to execute his deed conveying said real estate so sold to said purchasers, which deed shall be made subject to said taxes for the year 1934 payable in 1935, and said purchasers shall agree to pay said taxes. Which deed is now reported by said receiver, and being examined, is approved by the Court by written endorsement thereon, and delivered to said purchasers.

And this proceeding as to the above described real estate is finally disposed of.

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 17th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

VIRGINIA CAROLINA)
CHEMICAL COMPANY.)
VS) # 13720
C. E. WIGGAM, ET AL.)

Come now the parties, by counsel, and the plaintiff having heretofore filed demurrer to the second paragraph of answer, and now being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts.

PAPEC MACHINE COMPANY)
VS) # 13835
RILEY E. SMITH)

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.).

HENRY V. BOMAN)
VS) # 13781 Judgt. vs Pltf. for Costs.
VERN DEMAREE, ET AL.) J. D. 16, Page 204.

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, Henry V. Boman, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

MARTIN FEENEY)
KATE FEENEY KULL)
JULIA FEENEY)
MARGARET ANN FEENEY)
EDDIE NEWCOMB)
MARGARET FEENEY)
MARGARET FEENEY, GUARDIAN OF MORRIS)
J. FEENEY AND MARY J. FEENEY, MINOR)
HEIRS OF TIMOTHY K. FEENEY, DECEASED.)
VS)# 14261 Judgt. vs Deft. for $40.00 and Costs
FRANK CHEPERS.) J. D. 16, Page 204.

Come now the above named plaintiffs by counsel and it appearing to the satisfaction of the court that the defendant, Frank Chepers, has been notified of the filing and pendency of this action, and of the time and place of hearing thereof, for more than ten days before the return day fixed by endorsement on the plaintiffs' complaint, and more than ten days before the date of hearing herein, as the same is shown by the writ of summons issued herein to the sheriff of Hendricks County,

Indiana, and the return of said sheriff endorsed on said summons, which writ of summons and said sheriff's endorsement thereon are in the following words and figures, to wit: (H.I.).

And now this cause coming on for hearing before the court and the defendant, failing to appear either by counsel or in person, is now three times loudly called in open court, but comes not and wholly makes default herein. And the court, having heard the evidence and being fully advised and informed in the premises, finds for the plaintiffs that the allegations in their complaint contained are true and that the plaintiffs are entitled to the immediate possession of the real estate and premises thereto belonging and that they are entitled to recover from the defendant damages for the unlawful detention and possession of said real estate in the sum of $40.00, together with the costs laid out and expended.

It is therefore ordered, adjudged and decreed by the court that the plaintiffs herein be and they are entitled to the immediate possession of the following described real estate and premises thereto appurtenant located in the town of Brownsburg, Hendricks County, Indiana, to wit:

> 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,

which real estate and premises was the former home of Thomas Feeney, deceased, in the town of Brownsburg, Indiana, and that said plaintiffs recover damages from the said defendant in the sum of $40.00, together with costs, taxed at _____dollars and _____cents.

And the sheriff of Hendricks County, Indiana, is hereby charged with the duty of putting said plaintiffs into complete possession of said real estate and premises, and removing the defendant and his possessions therefrom and that he shall make due return of this order.

Done in open court this 17th day of May, 1934.

CHARLES L. PEARSON)
VS) #14196 Judgt. vs Pltf. for Costs.
STOKLEY BROS. & CO., INC.) J. D. 16, Page 204.

Come now agin the parties, by counsel, and the Court now presents and finds the facts specially, which speical Finding of Facts is as follows:

STATE OF INDIANA)
) SS: IN THE HENDRICKS COUNTY CIRCUIT
HENDRICKS COUNTY) COURT

CHARLES L. PEARSON,)
Plaintiff,)
vs) CAUSE NUMBER 14196
STOKELY BROTHERS AND)
COMPANY, INCORPORATED,)
Defendant.)

SPECIAL FINDINGS OF FACTS AND CONCLUSIONS OF LAW THEREON

FINDINGS OF FACTS

The defendant having filed its request for a special findings of facts and conclusions of law thereon prior to the commencement of the trial of this cause, the Court now finds the facts in this cause as follows:

FINDING NUMBER ONE.

That during the year 1931, and at all times hereinafter mentioned, the defendant was a corporation engaged in the business of buying and canning food and selling canned food products at wholesale throughout the middle western part of the United States, and, as a part of such business, owned and operated canning plants at Greenwood, Peru, Tipton and Whiteland, in the State of Indiana; that during all of such time the defendant employed Floyd Good as the manager of its canning plant at Greenwood, Indiana; that in the course of such business the defendant shipped canned food products from the said plants to buyers thereof and from plant to plant, a part of which shipments being made by railroad, a part of trucks furnished or specified by the buyers, a part by trucks owned by the defendant, and a part by trucks and truckmen procured and employed by it for the specific and single shipment to be made.

FINDING NUMBER TWO.

That in the latter part of October, 1931, the plaintiff went to the defendant's plant at Greenwood, Indiana, and there had a conversation with Mr. Good, manager of said Defendant's plant, and there entered into a verbal contract with said defendant Good, by the terms of which the said defendant agreed to give the plaintiff contracts to haul their products at the rates usually cahrged by railroads for carload shipments between cities. That at such time and place the plaintiff demanded a written contract covering the terms of such employment but the defendant refused to give a written contract and informed the plaintiff that he could have such business as he was able to handle satisfactorily and such business as was available at said plant.

FINDING NUMBER THREE.

That thereafter, on the 9th of November, 1931, the plaintiff purchased from the Genteral Motors Company a three and one-half ton tractor and a Model 251 semi-trailer of eight ton capacity, for the purpose of hauling the defendants merchandise, of which fact the defendant had knowledge; that the plaintiff agreed to pay for such equipment the sum of $5,729.00, paying as a down payment thereon the sum of $1,050.00 and executing a conditional sales contract and notes for the balance of the purchase price, payable in eighteen monthly installments of $260.00 each.

FINDING NUMBER FOUR.

That said truck and trailer was delivered to the plaintiff on the 9th of November, 1931, and subsequent to that date he hauled merchandise for the defendant and received payment therefor as follows:

November 11, 1931	Indianapolis, Indiana	$ 25.06
November 12, 1931	Cincinnati, Ohio	33.48
November 16, 1931	Chicago, Illinois	48.32
November 17, 1931	Cincinnati, Ohio	43.46
November 19, 1931	Chicago, Illinois	55.45
November 24, 1931	Hammond, Indiana	25.40
December 3, 1931	St. Louis, Missouri	54.20
December 9, 1931	Pittsburgh, Pennsylvania	74.69
December 30, 1931	Chicago, Illinois	63.83
January 9, 1932	Louisville, Kentucky	24.99
January 12, 1932	Chicago, Illinois	$ 49.05
January 14, 1932	Chicago, Illinois	53.83
January 15, 1932	Cincinnati, Ohio	

that in addition to the above the plaintiff made several shipments for defendant in the month of February, 1932, and one shipment for defendant on March 2, 1932; that plaintiff made no other shipments for defendant after the last named date.

FINDING NUMBER FIVE

That on or about the 1st day of December, 1931, the defendant requested the plaintiff to make a shipment from its plant at Peru, Indiana, to Metropolis, Illinois, which request the plaintiff refused because of expense in going to Peru for load; that on or about the 14th day of January, 1932, the defendant requested the plaintiff to make a shipment from its plants at Peru and Tipton, Indiana, to Milwaukee, Wisconsin, which request the plaintiff refused because he was not qualified to operate a truck in Wisconsin; that during the months of December, 1931, and January, 1932, the defendant called at the plaintiff's home at least four times for the purpose of employing him to make certain shipments for the defendant but that the plaintiff was not available for such shipments on each occasion.

FINDING NUMBER SIX

That the defendant did not, at any time, refuse to permit the plaintiff to make a shipment or shipments, but that except for such times that plaintiff could not be located as aforesaid and for such times that the plaintiff was then engaged in making a shipment for the defendant, the defendant during the time between November 9, 1931, and February 14, 1932, offered to the plaintiff all shipments requiring the services and empoyment of tructs and truckmen as aforesaid.

FINDING NUMBER SEVEN.

That on three separate occasions, namely, December 16, 1931, January 4, 1932 and January 8, 1932, the defendant requested the plaintiff to procure cargo insurance upon the shipments made by him for the benefit of the defendant but that the plaintiff wholly failed to procure the same at any time.

FINDING NUMBER EIGHT.

That on or immediately preceding the 14th of February, 1932, the plaintiff complained to Mr. Good that he was not receiving sufficient business and insisted that he have more hauling furnished; that at said time business was not available and at the suggestion of the said Mr. Good the plaintiff obtained employment with Bowers and Tricker, a firm of truck brokers located at and operating out of Ft. Wayne, Indiana; that subsequent to that date the plaintiff worked for the said Ft. Wayne firm through the week and called at the plant of the defendant each week end to ascertain if his services were needed or if business was available; that at the times he called at said plant subsequent to February 14th no business was available and the plaintiff continued to operate such truck throughout the spring and summer, getting such business as he could find from various employers.

FINDING NUMBER NINE.

That he made payments on said truck to the amount of $1,263.16, the last payment being made on August 1, 1932.

FINDING NUMBER TEN.

That on or about December 1, 1932, the company which had sold the plaintiff the truck and trailer reclaimed the same under the terms of the conditional sales contract because of the plaintiffs failure to make the required payments.

That on or about the 14th of February and at the time the plaintiff procured employment with the firm of Bowers and Tricker, the defendant had no business available for the plaintiff or anyone similarly situated; that at subsequent dates when the plaintiff called there was in fact no business then available for him.

And now the Court states conclusions of law on said Finding of Facts, which conclusions of law are as follows: (1) That the law is with the defendant. (2) That the plaintiff should recover nothing on the cause of action sued upon; to each of which conclusions of law the plaintiff duly objects and excepts.

And now the Court renders judgment on said Finding of Facts and conclusions of law.

It is, therefore, now adjudged and decreed by the Court that the plaintiff take nothing on the cause of action sued upon, and that the defendant recover his costs, taxed at _____dollars and _____ cents.

STATE OF INDIANA)
VS) # 7462
HARRY HOWARD)
PAUL BRYANT)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Harry Howard, and said defendant having heretofore plead guilty, and the Court now being duly advised, now suspends further action in this matter and the defendant, Harry Howard, is released to the Conservation Department for six months training in Conservation Camps of this State.

STATE OF INDIANA)
VS) # 7471 Judgt. vs Deft. for $5.00 and Costs.
ROBERT WETHERS) J. D. 16, Page 204.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Robert Wethers, in person, who being duly arraigned in open Court for his plea says that he is guilty.

It is, therefore, adjudged by the Court that the defendant, Robert Wethers, 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 that said defendant, Robert Wethers, is committed to Jail until the fine and costs are staid or paid.

STATE OF INDIANA)
VS) # 7476 Judgt. vs Deft. for $25.00 Fine and Costs.
LUTHER HAGGARD) J. D. 16, Page 205.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Luther Haggard, in his own proper person, and said defendant being duly arraigned in open Court for his plea says that he is guilty as charged in the affidavit.

It is, therefore, now adjudged by the Court that the defendant for the offense by him committed be, and he is imprisoned in the Indiana State Prison for a period of not less than one or more than five years, and that he 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 the said defendant, Luther Haggard, stand committed until the same is staid or paid.

Thursday, May 17th, 1934, and the 10th day of the May Term, 1934.

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

A. J. Stevenson, Judge.

Friday, May 18th, 1934, and the 11th day of the May Term, 1934.

Friday Morning, May 18th, 1934.

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

STATE OF INDIANA)
VS) # 7454 Judgt. vs Deft. for $209.06 Fine and Costs.
CLEO L. HUNT) J. D. 16, Page 205.

Comes now the State of Indiana, by John A. Kendal & Chas. V. Sears, Prosecuting Attorney; comes also the defendant in person, and by counsel, Zimri E. Dougan & Hume & Gaston, and the Court finds that the defendant Cleo L. Hunt is fifty-four years of age, and that said defendant is guilty of the crime charged, namely: Embezzlement by Banker.

It is by the Court, therefore, ordered and adjudged that the said defendant for the offense by him committed, do make his fine to the State of Indiana in the penal sum of $209.06 Dollars, that he be imprisoned in the Indiana State Prison for a period of not less than two years nor more than fourteen years, and be disfranchised and rendered incapable of holding any office of trust or profit for a term of three years, and that he pay and satisfy the costs and charges herein, taxed at $329.71.

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

Edgar A. Rice
Edgar A. Rice, 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, May 19th, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13861
KATHERINE WORRELL, ET AL.)

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.

GEORGE V. VAUGHAN)
VS) # 13863
STELLA HENDRICKS)

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.

GEORGE V. VAUGHAN)
VS) # 13866
STANLEY HENDRICKS)

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.

ATLAS E. GORE)
VS) # 14007
ROSIE E. GORE, ET AL.)

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.

TILLIE FOLEY)
VS) # 14168
RED CAB COMPANY)

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.

WAYNE ROSS)
VS) # 14086
VIOLET ROSS)

Come now the parties, by counsel, and the Court now hears evidence touching the petition of citation, heretofore filed, and this cause is continued until July 1st, 1934.

REPUBLIC CREOSATING COMPANY)
VS) # 14206 Judgt. vs Deft. for $100.00 and Costs.
PAUL TOMLINSON) J. D. 16, Page 205.

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 on the account sued upon the sum of $100.00, and that the plaintiff is entitled to a personal judgment against the defendant, Paul Tomlinson, for said sum, 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, Paul Tomlinson, the sum of $100.00, together with the costs for 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 21st, 1934.

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

WALTER THOMPSON, ET AL.,)
VS) # 14269
E. F. ALEXANDER, ET AL.,)

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

JOANNA R. PHILLIPS)
VS) # 14278 Judgt. vs Defts. for $948.35 and Costs.
RAY H. MASTEN) Entry. J. D. 16, Page 205.
LAURA E. MASTEN)

Comes now the plaintiff, Joanna R. Phillips, by her counsel, and it appearing to the court by the summons herein, and the return of the sheriff indorsed thereon, that the said defendants have been served with process before the 15th day of May, 1934, that being the date indorsed on the plaintiff's complaint for the return day of the summons thereon, which said summons and return thereon, are in the words and figures as follows: (H.I.)

And now said defendants being three times audibly called in open court, come not, but herein wholly make default in their appearance.

And the court having heard the evidence, and being duly advised in the premises, finds for the plaintiff and that the allegations of the complaint of said plaintiff are true. That there is due the plaintiff on the note sued upon the amount of $859.60 upon the principal of said note, and interest thereon from the 21st day of August 1933 to the 21st day of May, 1934, in the amount of $38.75. That said note provides for 10% attorney fees, amounting to $50.00. That the total amount due to plaintiff, and which this plaintiff is entitled to recover from said defendant is $948.35 together with costs of this action, collectable without relief from valuation or appraisement laws.

It is therefore, considered and adjudged by the court that the plaintiff have and recover of said defendants the said sum of $948.35, together with his costs and charges paid, laid out and expended.

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 22nd, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13849
JOHN A. CROSBY)

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 hereby dismissed.

GEORGE V. VAUGHAN)
VS) # 13852
MARY E. SYMONS)

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 hereby dismissed.

GEORGE V. VAUGHAN)
VS) # 13853
JOHN BUNTEN)

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 hereby dismissed.

GEORGE V. VAUGHAN)
VS) # 13859
JESSIE DOOLEY)

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 hereby dismissed.

GEORGE V. VAUGHAN)
VS) # 13869
HUGH H. BOAL)

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 hereby dismissed.

GEORGE. V. VAUGHAN)
VS) # 13873
SANFORD E. POER, ET UX)

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 hereby dismissed.

STATE OF INDIANA, EX REL)
HOWARD L. KISER)
VS) # 14171
J. D. ADAMS MFG. COMPANY)
HOWARD R. MEEKER)

Come now the parties, by counsel, and conditional examination of plaintiff is now ordered published.

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 now the defendant files request for special findings of fact, 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 after hearing all the evidence in this cause, the same is taken under advisement.

WALTER THOMPSON, ET AL.)
VS) # 14269
E. F. ALEXANDER)

Come now again the parties, by counsel, and the Court having seen and examined the motion for change of venue from Judge, heretofore filed, and being duly advised, now sustains the same.

The parties being unable to agree, the Court now submits the names of Sidney S. Miller, Charles V. Sears and Courtland C. Gillen as a list from which to strike.

LOVE CRAMPTON CAULKINS)
VS) # 14297
CHARLES C. CRAMPTON, ET AL.)

Come now the defendants, Charles C. Crampton and Mindwell C. Wilson, by counsel, and file disclaimer, which disclaimer is in the words and figures following, to-wit: (H.I.).

M. A. ISAACS, TRUSTEE)
VS)# 12773
FLETCHER AMERICAN NATIONAL BANK,) E N T R Y
and
OTTO J. FEUCHT,)
FRANK C. BOPP,)
JOHN P. COLLETT,)
as Trustees

Come now the defendants Otto J. Feucht, Frank C. Bopp and John P. Collett, Trustees of the defendant Fletcher American National Bank, three of the

defendants in the above entitled and numbered cause of action, by their counsel, and comes now the plaintiff by his counsel, and said three defendants last mentioned now file their "Motion To Strike Out Parts of Supplemental Complaint", which motion is in the words and figures as follows: (H.I.).

And the Court having seen and examined said motion and being duly advised in the premises, now grants so much of the motion as to exclude and strike out of the plaintiff's Supplemental Complaint the following language: "And that, unless this plaintiff's claim is adjudged to have the right or priority over the claims of said defendant Fletcher American National Bank's general creditors, this plaintiff will not be able to collect his judgment in full," to which ruling of the Court the plaintiff and defendants, and each of them separately and severally, except.

And the defendants are now ruled to answer plaintiff's complaint on or before the 31 day of May, 1934.

Paul E. Laymon

Paul E. Laymon, Special Judge.

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

C. J. Stevenson, Judge.

Wednesday Morning, May 23rd, 1934.

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

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A)
CORPORATION.)
VS) # 13925
ULYSSES G. SMITH, ET AL.)

Comes now, John C. Taylor, the duly appointed, qualified and acting receiver, herein, and files his final report as such receiver, which report is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said report, now approves the same.

The receiver is now ordered to assign lease reported unto The Mutual Benefit Life Insurance Company, a Corporation, of Essex County, New Jersey, and said receiver is allowed the sum of $6.75 for his services, and he and all persons obligated with him on his receiver's bond discharged from further liability thereon.

ONA WILLIAMS)
VS) # 14011 Judgt. vs Deft. for $1250.00 and Costs.
INDIANAPOLIS RAILWAYS, INC.) J. D. 16, Page 206.

Come now again the parties, by counsel, and the Court being duly advised, 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, Indianapolis Railways, Inc., the sum of $1250.00, together with the costs of this action, taxed at _____ dollars and _____cents.

STATE OF INDIANA)
VS) # 7478
JOHN DOE)
MRS. JOHN DOE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, John Johnson, alias John Doe, 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 that his true age is nineteen.

And now the Court takes this cause under advisement, and the said defendant is ordered held in custody pending sentence.

MARY E. WELSH, ADMINISTRATRIX)
OF THE ESTATE OF DANIEL WELSH,)
DECEASED.)
VS) # 14242
INDIANAPOLIS RAILWAYS, INC., ET AL.)

Come now the parties, by counsel, and on motion of the plaintiff, this cause is dismissed as to the defendant, Richard Clossey. And now the

defendant, Indianapolis Railways, Inc., files answer in general denial to second paragraph of complaint, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: John Kurtz, Evert Stanley, Lee Greenlee, Russell Marsh, Ray Briner, Gilbert Bryant, Fred Parker, Glen Duncan, Ben Scott, Russell Griffith, Irvin Burns and Floyd Parker, 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 touch their conduct during separation until 9:00 o'clock A. M. Thursday, May 24th, 1934.

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 24th, 1934.

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

INEZ HAZEL GRAY)
VS) # 14231
ERNEST A. GRAY)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before June 1st, 1934.

MARY E. WELSH, ADMINISTRATRIX)
OF THE ESTATE OF DANIEL WELSH,)
DECEASED.)
VS) # 14242 Judgt. vs Pltf. for Costs.
INDIANAPOLIS RAILWAYS, INC. ET AL) J. D. 16, Page 206.

Come now the parties, by counsel, and on motion of the plaintiff, this cause is now dismissed without prejudice, 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, Mary E. Welsh, Administratrix of the Estate of Daniel Welsh, Deceased, is ordered to pay the costs of this action, taxed at Thirty-nine dollars and Five cents.

WALTER THOMPSON, ET AL.)
VS) # 14269
E. F. ALEXANDER)

Come now again the parties, by counsel, and the defendant now strikes the name of Charles V. Sears and the plaintiff strikes the name of Sidney S. Miller, and the name of Courtland C. Gillen remaining, the Court now appoints the said Courtland C. Gillen, a practising attorney, as special Judge to try said cause.

And now comes the said Courtland C. Gillen, herein, and assumes jurisdiction, having accepted and qualified as special Judge, which qualification is as follows:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
May Term, 1934

Walter Thompson, et al.)
AGAINST) No. 14269
E. F. Alexander)

I, A. J. Stevenson, Judge of said Court, because of a motion for change of venue from the regular judge filed by the defendant appoint Courtland C. Gillen, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
Judge Hendricks Circuit Court.

May 24 1934

The State of Indiana, County of Hendricks, Sct:

I, Courtland C. Gillen, 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 Walter Thompson, et al against E. F. Alexander so help me God.

Courtland C. Gillen

Subscribed and sworn to this 24th day of May 1934 before me, Clerk of said Court.

(SEAL) Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

STATE OF INDIANA)
VS) # 7478 Judgt. vs Deft., John Johnson alias John Doe, for Costs.
JOHN DOE) J. D. 16, Page 206.
MRS. JOHN DOE)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, John Johnson, in his own proper person, and the said defendant being duly advised now renders judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, John Johnson alias John Doe, for the offense by him committed, be and he is imprisoned in the Indiana Reformator 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 court adjourned until 9:00 o'clock A. M. Friday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, May 25th, 1934.

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

CORNELIUS KING)
VS) # 13651
WILLIAM P. JUNGCLAUS CO., ET AL.)

Come now Clancy and Roller, herein, and withdraw their appearance for the plaintiff.

GEORGE V. VAUGHAN)
VS) #13871
EZRA E. MASTON, ET UX)

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 hereby dismissed.

CHLOEA PEARCY)
VS) # 14100
RAYMOND PEARCY)

Come now the parties, by counsel, and the petition to modify the decree coming on for trial, and the Court having heard the evidence and being duly advised, now finds against the petitioner.

It is, therefore, ordered and decreed by the Court that the order and decree heretofore rendered, be and remain as the judgment of the Court until further order.

WALTER THOMPSON, ET AL)
VS) # 14269
E. F. ALEXANDER, Whose christian)
name is unknown, ET AL.)

The plaintiffs file answer in general denial to the second amended paragraph of answer of the defendants E. F. Alexander, whose christian name is unknown, C. B. Comer, whose christian name is unknow, Everard F. Hadley, Grace Holmes, Lewis S. Keller, J. L. Marley, whose christian name is unknown, W. A. Opple, whose christian name is unknown, William O. Shufflebarger, Norman C. Woodward, Worth Woodward, Cassie F. Hadley, and R. D. Sellers, whose christian name is unknown.

Courtland C. Gillon
Courtland C. Gillon, Special Judge.

LOVE CRAMPTON CAULKINS)
VS) # 14279 Judgt. vs Pltf. for Costs.
CHARLES C. CRAMPTON, ET AL.) E N T R Y J. D. 16, Page 206.

Comes now again the plaintiff by her counsel, and it appearing to the court that the defendants, Charles C. Crampton and Mindwell C. Wilson, having filed the disclaimer to any interest or estate in the real estate described in plaintiff's complaint, which disclaimer is in the words and figures as follows, to-wit: (H.I.); that the plaintiff is entitled to have her title quieted to the real estate described in her com-

plaint as against the defendants and each of them, or any person or persons claiming by, through or under them, or either of them.

It is, therefore, ordered, adjudged and decreed by the court that upon the issue made by the complaint and the disclaimer of each of the defendants that the plaintiff's title in and to the Northeast Quarter of the Northeast Quarter of Section 17, Township 17 North of Range 1 West, containing 40 acres, and lying in Hendricks County, state of Indiana, be, and the same is, hereby quieted and forever set at rest as against the defendants and each of them, and any and all persons claiming by, through or under them or either of them.

It is further ordered, adjudged and decreed that plaintiff pay the costs of this action taxed at _____dollars and _____cents.

All of which is now fully ordered, adjudged and decreed.

THE INDIANA SAVINGS AND)
INVESTMENT COMPANY.)
VS) # 14056
LUTHER M. SWEENEY, ET UX)

Comes now the plaintiff, by counsel, and upon 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.

A. J. HUEBER SAVINGS & LOAN)
ASSOCIATION)
VS.) No. 14200
OTTO L. COYLE:) ENTRY IN FORECLOSURE OF MORTGAGE
FANNIE O. COYLE,) AND JUDGMENT ON NOTE.
husband and wife;) Judgt. vs Defts., Otto L. Coyle and Fannie O.
JOHN E. SEDWICK;) Coyle, for $5005.85 and Costs.
Helen SEDWICK,) J. D. 16, Page 207.
wife of John E. Sedwick;)
CLYDE A. HOLMES, doing business)
under the name of Holmes)
Wall Paper Company;)
HERBERT S. LEWIS, by Intervening)
Petition.)

Come now the plaintiff and the defendants, Otto L. Coyle and Fannie O. Coyle, husband and wife, John E. Sedwick and Helen Sedwick, wife of John E. Sedwick, and Herbert S. Lewis, intervening petitioner, by their respective counsel, and it appearing to the court by the summons herein and the return of the Sheriff endorsed thereon that the said defendant, Clyde A. Holmes, doing business under the name of Holmes Wall Paper Company, has been served with process more than ten days before the first day of the present term of this court, which said summons and the return thereon are in the words and figures as follows, to-wit,- (H.I.). And the defendant, Clyde A. Holmes, doing business under the name of Holmes Wall Paper Company, being three times audibly called in open court, comes not but herein wholly makes default, and said cause being at issue on the complaint of the plaintiff and the several pleadings filed thereto by the defendants

and on the intervening petition filed by Herbert S. Lewis, and the time set for the trial of said cause having arrived, the same is submitted to the court on motion of the plaintiff, without the intervention of a jury, for hearing, finding and judgment.

The court having heard the evidence and examined the documentary proof introduced by the plaintiff in support of its claim, and being duly advised in the premises, finds for the plaintiff and that the allegations of plaintiff's complaint are true; that there is due from the defendants, Otto L. Coyle and Fannie O. Coyle, husband and wife, on the note sued upon in plaintiff's complaint, the principal sum, and interest accrued thereon to the 25th day of May, 1934,in the sum of Four Thousand, Seven Hundred Five Dollars, Eighty-Five Cents ($4,705.85), together with Three Hundred Dollars ($300.) attorney's fees for the services of plaintiff's attorney in the premises, and interest on the said total sum of Five Thousand Five Dollars, Eighty-Five Cents ($5,005.85) at the rate of seven per cent. (7%) per annum from the date of judgment until paid; that the said plaintiff is entitled to recover a judgment of and from the said defendants, Otto L. Coyle and Fannie O. Coyle, husband and wife, in the said total sum of Five Thousand Five Dollars, Eighty-Five Cents ($5,005.85), together with the costs of this action, and interest on said judgment at the rate of seven per cent. (7%) per annum from the date of said judgment until paid, all without relief from valuation or appraisement laws.

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 superior and senior to any and all claims of any nature whatsoever of the said defendants, John E. Sedwick and Helen Sedwick, wife of John E. Sedwick, Clyde A. Holmes, doing business under the name of Holmes Wall Paper Company, and superior and senior to any claim or interest of any nature in, to and over said real estate in plaintiff's complaint described, which may have been acquired by the intervening petitioner, Herbert S. Lewis, or either of them; that the plaintiff is entitled to have its mortgage foreclosed against each and all of said defendants and against said intervening petitioner, and the said real estate sold. The court further finds that such interest, if any, as was acquired by the said intervening petitioner, Herbert S. Lewis, was so acquired after the filing of this cause; that such interest was acquired pendente lite; that said interest, if any, and that of any one claiming any interest in, to and over said property through the said Herbert S. Lewis, under and by virtue of any claim or interest sought to be asserted in, to and over said property by the said Herbert S. Lewis, was taken with notice of the pendency of said cause and subject to the superior and senior rights in every respect of said plaintiff.

The court further finds that Herbert S. Lewis, alleging himself to be the record owner of said property, occupies only a part of said premises and that other portions thereof are let for hire; that the owner, or owners, of said property have not been discharging the obligations outstanding against the same and have permitted substantial liens for unpaid taxes to accrue against said property, thereby placing in jeopardy the security afforded by said mortgage over said property to plaintiff; that together with the claim of the plaintiff herein and the other claims and charges accruing against the same, the security afforded by said property is not equall to the amount of the claim of plaintiff herein; that unless said property can be properly conserved and protected, and the income arising therefrom properly applied, during the period required for the running of the equity of redemption and the pendency of this cause, said security as represented by said property may become dissipated, damaged and lost.

The court further finds that there should be a receiver appointed to

take charge of said property, administer the income therefrom and conserve said property during the pendency of this action and the time required for the runing of the equity of redemption.

It is therefore considered and adjudged by the court that the plaintiff shall have and recover of and from the said defendants, Otto L. Coyle and Fannie O. Coyle, wife of Otto L. Coyle, the sum of Five Thousand Five Dollars, Eighty-Five Cents ($5,005.85), together with interest thereon at the rate of seven per cent. (7%) per annum from the date of this judgment until paid, and all costs and accruing costs herein, without relief from valuation or appraisement laws.

It is further considered, adjudged and decreed by the court that the interest, if any, acquired by Herbert S. Lewis, intervening petitioner, and any and all parties claiming through or under and by virtue of any such claim or interest alleged to be owned and held by the said intervening petitioner was acquired pendente lite after the filing of this cause with notice of the pendency thereof; that the judgment herein in all of its parts shall and does extend to the said intervening petitioner and any interest claimed by him in, to and over said property, and any and all parties claiming any interest of any nature whatsoever in, to and over said real estate under and by virtue of the alleged claim of the said intervening petitioner, Herbert S. Lewis.

It is further considered, adjudged and decreed by the court that Patrick J. Morgan, 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 the order of this court, all of 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 defendants and interventing petitioner, conditioned upon the qualification of the said receiver herein named and the filing of a bond in the sum of One Thousand Dollars ($1,000.) 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 or other parties who may be occupying said property, or may hereafter occupy the same, and any and all other 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 such proper compensation as may be reasonable for the use and occupancy of said premises from and after the date of the appointment of said receiver, and any and all further income and increment arising in any manner therefrom shall be paid into the hands of said receiver until further order of this court, and that said receiver so receiving said rents and profits shall employ the same in paying the taxes and necessary up-keep incident to said real estate, and shall discharge the expense of maintaining said property and the costs of administration of said trust estate, and shall retain any and all surplus to be disposed of under the further order of this court, for all of which purposes the said cause herein, as to the said receivership, is continued until the further order of this court.

It is further considered, adjudged and decreed by the court that the equity of redemption of the said defendants, Otto L. Coyle and Fannie O. Coyle, husband and wife, John E. Sedwick and Helen Sedwick, wife of John E. Sedwick, and Clyde A. Holmes, doing business under the name of the Holmes Wall Paper Company, and the intervening petitioner, Herbert S. Lewis, and of all persons claiming from, under or through them, or any of them, in and to the real estate described in plaintiff's complaint, lying and being in the County of Marion, State of Indiana, described as follows, to-wit:

Lot No. 22 in Hyde Part, an Addition to the City of Indiana, as per plat thereof recorded in Plate Book 9, page 170, in the Office of the Recorder of Marion County,

be and the same is barred and forever closed; that said described real estate and all of the right, title, interest and claim of the said defendants, and each of them, and of the said intervening petitioner, and of all persons claiming from, under or through them, or any of them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of the County of Marion, 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 the costs and accruing costs herein;

2nd: to the payment of the amount found due plaintiff on its claim sued upon herein, being in the amount of the judgment herein rendered in the total sum of Five Thousand Five Dollars, Eighty-Five Cents ($5,005.85), together with interest thereon at the rate of seven per cent. (7%) per annum from the date of this judgment until paid.

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 the 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, together with 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 defendants, Otto L. Coyle and Fannie O. Coyle, husband and wife, subject to execution, and the sale thereof shall be made without any relief whatever 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. Saturday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Saturday Morning, May 26th, 1934,

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, May 28th, 1934.

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

EDWARD FOSTER, ETC.)
VS) # 14194
CHARLES J. FRIEL)

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

JOHN T. LEONARD,)
VS) # 14284 Judgt. vs Defts. for Costs.
DANIEL LEONARD,) J. D. 16, Page 207.
VENNA L. LEONARD, HIS WIFE.)

Come the parties herein, in person and by counsel, whereupon the defendants file motion to quash the writ issued by the Clerk to the Sheriff of Hendricks County, Indiana. Which motion is as follows, to-wit:-(Here Insert).

And the court, being fully advised, now overrules said motion to which ruling of the court the defendants at the time except.

And now defendants file answer in general denial to the complaint as follows, to-wit:- (Here Insert).

And now this cause, being at issue upon plaintiff complaint and defendants' answer thereto, is submitted to the court for trial, finding and judgment without the intervention of a jury.

And the court, having heard the evidence and being fully advised, finds for the plaintiff, that the allegations of his complaint are true; that on May 7th. 1934, and long prior thereto, and ever since said date plaintiff has been, and is now, the owner in fee-simple of the real estate described in said complaint, as follows, to-wit:-

The North Half of the West Half of the Northeast Quarter of Section 36, Township 17 North, Range I West, forty acres, more or less, in Hendricks County, State of Indiana, and during all of said time has been entitled to the possession thereof; that the defendants, Daniel Leonard and Venna L. Leonard, his wife, unlawfully held the possession of said real estate on the said 7th. day of May, 1934, and at all times thereafter did so hold the possession of said real estate until the 26th. day of May, 1934, when they vocated and surrendered the possession thereof; that the plaintiff is entitled to recover of and from the defendants herein the costs and expenses of this action.

It is, therefore, considered and adjudged by the court that the plaintiff is the owner, and entitled to the possession of the real estate herein above described as against the defendants and each one of them and that said defendants unlawfully held the possession of said real estate from and after May 7th. 1934, until they vacated and surrendered possession thereof, and that the plaintiff recover of and from the defendants, Daniel Leonard and Venna L. Leonard, his costs and charged in this action, laid out and expended and taxed at $_____.

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

WALTER THOMPSON, ET AL)
VS) # 14269
E. F. ALEXANDER.)

Come now the defendants, Cassie F. Hadley, R. D. Sellars, Louis Keller and E. F. Alexander, and file special answer, which answer is in the words and figures following, to-wit: (H.I.). And now come the plaintiffs, by counsel, and file reply in denial to special answer, which reply is in the words and figures following, to-wit: (H.I.).

And now 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, Pearl Moore, Dora J. Morgan and Judy Crowe, have been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on their complaint for said defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly makes default.

And jury is now waived, and the Court having heard all the evidence in this cause, and arguments of counsel waived, this cause is taken under advisement until May 31st, 1934.

Courtland C. Gillen

Courtland C. Gillen, Special Judge.

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

A. J. Stevenson, Judge.

Tuesday Morning, May 29th, 1934.

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

ALTITUDE PETROLEUM CO.)
VS) # 13924
DENHAM OIL CO.)

Comes now the defendant, by counsel, and the Court having seen and and examined the plaintiff's motion to strike out the second paragraph of answer, heretofore filed, and being duly advised in its premises, now sustains the same, to which ruling of the Court the defendant duly excepts.

O. FRANK MUSSELMAN)
VS) # 14182
JOHN W. FRAZEE, ET AL.)

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before June 8th, 1934.

A. J. HUEBER SAVINGS)
AND LOAN ASSOCIATION)
VS) # 14200
OTTO L. COYLE, ET AL.)

Comes now Patrick H. Moran , Jr., heretofore appointed receiver, herein, and qualifies as such receiver, and tenders his bond in the sum of one thousand dollars with The Metropolitan Casualty Insurance Company of New York as surety thereon, which bond is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said bond, now approves the same, and the said receiver, Patrick H. Moran, is ordered to enter upon the discharge of his duties.

KATE GIBBS)
VS) # 14032 ORDER APPROVING PARTITION SALE
PATRICK HOGAN ET AL)

Comes now the parties and comes also Claude W. Gladden the commissioner heretofore appointed and files the report of sale of the real estate in this proceeding ordered sold which report reads as follows (insert), from which it appears and the court so finds that after giving notice of the sale of the real estate as required by the order of this court authorizing such sale, said commissioner sold the same at private sale to Fred Cooper for the sum of Four Thousand Four Hundred ($4400.00) Dollars, that being the highest and best bid received and the full appraised value thereof; that said purchaser paid the full cash price for same and which cash in now by said commissioner brought into court. And the court being sufficiently advised in the premises now in all things approves said sale and ratifies and confirms said sale; and said commissioner is ordered to execute to said purchaser a deed for said real estate. And now said commissioner reports such deed and the same being examined is approved by the court and delivered to said purchaser. And the court upon proof heard now allows said commissioner for his services one hundred dollars and allows Harney F. Semones for his services as plaintiff's

council one hundred dollars and orders the same taxed and paid as a part of the costs of this proceeding. The court further orders and directs said commissioner after payment of all proper costs and allowances to distribute without delay cash proceeds of such sale. And upon distribution being made said commissioner is required to make due report thereof to this court and file therewith proper vouchers in evidence of such payment. And this cause is continued for report of said commissioner.

INDIANAPOLIS BROADCASTING INC.)
VS) # 14295
WILLIAM F. LYTLE)
NORVAL F. WARD)

Comes now the plaintiff, by counsel, and files second and third paragraphs of complaint, which second and third paragraphs of complaint are in the words and figures following, to-wit: (H.I.). And now summons is ordered issued to the defendants, making the same returnable June 4th, 1934.

CAROLYN LAYMON)
VS) # 14296
FOREST LAYMON)

Comes now the plaintiff, by counsel, and files petition for allowance and suit money, 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 not set for hearing June 4th, 1934.

FLETCHER TRUST COMPANY)
VS) # 14259
JAMES JOHNSON, ET AL.)

Comes now the plaintiff, by counsel, and upon 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 court adjourned until 9:00 o'clock A. M. Thursday,
Record read and signed in open court.

A. J. Stevenson ,Judge.

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(NO COURT)

Thursday Morning, May 31st, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WALTER THOMPSON, ET AL.)

VS) #13904

E. M. ALLEN, ET AL.)

Come now the parties, by counsel, and arguments are heard on demurrer to complaint.

Courtland C. Gillen

Courtland C. Gillen, Special Judge

WALTER THOMPSON, ET AL.)

VS) # 14269 Judgt. vs Defts.

E. F. ALEXANDER, ET AL.) FINDINGS AND JUDGMENTS J. D. 16, Pages 207, 208, 209, 210 & 211

Comes now the plaintiffs, by their attorneys, Walter G. Todd, Lester C. Morris, and A. J. Kahl, and it appearing to the satisfaction of the court that the defendants herein, Judy Crow, Pearl Moore and Dora J. Morgan, have been duly served with summons more than ten days prior to the date fixed on said summons, during which said defendants were required to appear and answer, and more than ten days prior to the date fixed for trial of said cause, and each of said defendants failing to appear and answer, are now three times audibly called in open court, but come not, and herein wholly make default.

And come now the defendants herein, E. F. Alexander, C. B. Comer, Everard F. Hadley, Grace Holmes, Lewis S. Keller, J. L. Marley, W. A. Opple, William O. Shufflebarger, R. D. Sellars, Norman C. Woodward, Worth Woodward, and Cassie F. Hadley, by their attorney, Edgar Blessing; and also comes Ella Hobson, defendant herein, by her attorney, P. Vernon, and comes also the defendant Muriel E. Macy, by her attorneys, Scotten & Hinshaw, and this cause is submitted to the court for trial upon the default of the defendants hereinbefore named and set out, and upon the issues joined between the plaintiffs and defendants hereinbefore named as represented by their attorneys, Edgar Blessing, P. Vernon, and Scotten & Hinshaw; and the court having heard the evidence, and being duly advised in the premises, finds that the allegations of plaintiffs' complaint true; that the Citizens State Bank of Mooresville, Indiana, is insolvent, and that all stockholders liable to double assessment on stock, should respond to the payment of such assessment, and that total payment of all assessment against stockholders, together with total assets of said bank will not be sufficient to discharge the liabilities of said bank, and that the plaintiff herein is entitled to recover against all of said defendants named in the complaint in the amount set out therein, together with interest at the rate of six per cent. (6%) per annum from the 11th day of January, 1931, except the defendant, Arthur D. Gray, and that finding should be in favor of the said Arthur D. Gray, he having adjusted his liability in this action, and that said plaintiffs are entitled to recover against said defendants as follows, to-wit:

NAME	AMOUNT	INTEREST	TOTAL
E. F. Alexander	200.00	40.67	240.67
C. B. Comer	500.00	101.67	601.67

Judy Crow	200.00	40.67	240.67
Everard F. Hadley	2328.57	473.36	2801.93
Ella Hobson	214.28	43.52	257.80
Grace Holmes	142.86	28.87	171.73
Lewis S. Keller	285.71	57.95	343.66
J. L. Marley	1100.00	223.93	1323.93
Muriel E. Macy	400.00	81.32	481.32
Pearl Moore	642.86	130.52	773.38
Dora J. Morgan	357.14	72.58	429.72
W. A. Opple	150.00	30.49	180.49
William O. Shufflebarger	600.00	121.98	721.98
R. D. Sellars	1214.28	206.18	1420.46
Norman C. Woodward	400.00	81.32	281.32
Worth Woodward	514.28	104.50	618.78
Cassie F. Hadley	714.28	145.16	859.44

And now plaintiffs herein file petition for allowance of attorney's fees for services of their attorneys in the prosecution of this action, which petition is in the following words and figures, to-wit: (H.I.), and the court being fully advised in the premises, does now grant said petition, and finds that there should be allowed for services of plaintiffs' attorneys, a sum equal to 20% of whatever funds may be in hands of said trustee hereinbefore appointed and by virtue of the judgments herein rendered, and that said allowance for attorneys' fees is an equitable lien against said fund in favor of plaintiffs' attorneys.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the court that the plaintiffs take nothing from the defendant, Arthur D. Gray, but that plaintiffs do have and recover of the following defendants the sum set opposite their names, together with interest at the rate of six per cent. per annum from January 11, 1931, to date, together with interest at the rate of six per cent. per annum on said total amount from this date, viz:

	Liability	Interest	Total
E. F. Alexander	200.00	40.67	240.67
C. B. Comer	500.00	101.67	601.67
Judy Crow	200.00	40.67	240.67
Everard F. Hadley	2328.57	473.36	2801.93
Ella Hobson	214.28	43.52	257.80
Grace Holmes	142.86	28.87	171.73
Lewis S. Keller	285.71	57.95	343.66
J. L. Marley	1100.00	223.93	1323.93
Muriel E. Macy	400.00	81.32	481.32
Pearl Moore	642.86	130.52	773.38
Dora J. Morgan	357.14	72.58	429.72
W. A. Opple	150.00	30.49	180.49
William O. Shufflebarger	600.00	121.98	721.98
R. D. Sellars	1214.28	206.18	1420.46
Norman C. Woodward	400.00	81.32	281.32
Worth Woodward	514.28	104.50	618.76
Cassie F. Hadley	714.26	145.16	859.44

It is further considered, adjudged and decreed by the Court that there should be allowed to plaintiffs for the use of plaintiffs' attorneys and to be the property of said attorneys of record in this action, a sum equal to 20% of all property or funds collected and administered in this trust relative to this action, which percent shall be in full payment of all services rendered and to be rendered herein, either in the prosecution of this cause against defendants or in the collection of judgments herein rendered, or in any other way performed in the final settlement of this trust, and the trustee is authorized and directed to pay such percentage to Walter G. Todd, Lester C. Morris and A. J. Kahl, attorneys for plaintiffs, out of the funds that may come into his hands as collected, and that the trustee heretofore appointed by the Morgan Circuit Court, namely, Walter Thompson, be continued as trustee in this action to receive and disburse all property and funds received by him, under order of this court, and that said Walter Thompson give bond in the sum of $10,000.00, Trustee to pay costs out of funds coming into his hands.

ALL OF WHICH IS ADJUDGED AND DECREED BY THE COURT.

Courtland C. Gillen

Courtland C. Gillen, Special Judge.

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

Record read and signed in open court.

C. J. Stevenson, Judge.

Friday, June 1st, 1934, and the 23rd day of the May Term, 1934.

Friday Morning, June 1st, 1934.

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, June 2nd, 1934, and the 24th day of the May Term, 1934.

Saturday Morning, June 2nd, 1934.

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

RENNIA FERN FINE)
VS) # 14212
MARION H. ROBERTS,)
ET. AL.)

Come mow the defendants, by counsel, and file answer in three paragraphs, which answer is in the words and figures following, to-wit:

THE UNION CENTRRAL LIFE)
INSURANCE COMPANY OF)
CINCINNATI, OHIO.)
VS) # 13915
ROSE HARRIS, ET AL.)

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 seen and examined said report and being duly advised in its premises, now approves the same in open Court.

The said receiver and his attorney is now allowed the sums as requested in said report, and the receiver and all parties liable with him on his receiver's bond is now discharged from further liability thereunder.

M. A. ISAACS, TRUSTEE)
VS.) CAUSE NO. 12773
FLETCHER AMERICAN NATIONAL BANK) ENTRY

Comes now the defendant Fletcher American National Bank by its counsel, and comes now also the plaintiff by his counsel, and said defendant files its demurrer to each of the First, Second, Third and Fourth Paragraphs of Amended Complaint, which demurrer is in the words and figures as follows, to-wit: (H.I.)

And the Court having seen and examined said demurrer, and being duly advised in the premises, now overrules the same, to which ruling of the Court the defendants, except.

Paul E. Laymon
Paul E. Laymon 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, June 4th, 1934.

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

FLORA A. WOOD)
VS) # 14282
GEORGE WOOD)

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.).

JOSEPH EAKER, AND)
BURLEY E. FIKE)
VS) # 14146
ALBERT PANOSSION)

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 seen and examined said motion and being sufficiently advised in its premises, now sustains the same.

And now come the plaintiffs, by counsel, and by agreement of parties, this cause is sent on change of venue to Boone County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

WILLIAM RODGERS)
VS) # 14249 Judgt. vs Pltf. for Costs.
INDIANAPOLIS RAILWAYS, INC.) J. D. 16, Page 211.

Comes now the plaintiff in the above entitled cause, by counsel, and moves the Court to dismiss this action at the plaintiff's cost. And the Court being duly advised, now sustains said motion.

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

RENNIA FERN FINE)
FRED CLARK)
VS) # 14212
MARION H. ROBERTS, 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.).

And this cause now being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: John Kurtz, Everett Stanley, Lee Greenlee, Russell Marsh, Charles G. Miles, Ray Briner, Gilbert Bryant, Fred Parker, Glen Duncan, Ben Scott, Russell Griffith and Victor Euliss, 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, June 5th, 1934.

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 5th, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13846
JONATHAN RIGDON)

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 hereby dismissed.

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, a corporation.)
Plaintiff.)
vs.) Cause No. 14291 Judgt. vs Defts. for $2226.25
EARL F. COVEY,) D E C R E E . and Costs.
DORA B. COVEY, his wife.) J. D. 16, Page 212.
Defendants.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, a corporation, by its attorneys, Howard A. Sommer and Zimri E. Dougan, and come also the defendants, Earl F. Covey and Dora B. Covey, his wife, by their attorney, Arney Watkins, and file their answer in general denial, which answer is in the words and figures as follows, (H.I.)

And it appearing to the satisfaction of the court by the summons heretofore issued to the sheriff of Hendricks County, Indiana, and the return of the sheriff endorsed thereon, which summons and sheriff's return thereon is in the words and figures as follows: (H.I.), that the defendants, Earl F. Covey and Dora B. Covey, his wife, have been duly served with process at least ten days prior to the return day as fixed by plaintiff by endorsement on its complaint and as fixed in the said summons.

And it now appearing to the court that this cause is now at issue and has been duly assigned for trial, the same is now submitted to the court for trial, finding and judgment without the intervention of a jury upon the issues formed on plaintiff's complaint and the answer of the defendants thereto.

And the court having heard the evidence and being fully advised in the premises, now finds for the plaintiff that the material allegations of plaintiff's complaint are true, and that Earl F. Covey and Dora B. Covey, his wife, became indebted to this plaintiff and made and delivered to the plaintiff their certain promissory note dated on the 20th day of February, 1930; and thereby promised to pay to the plaintiff on the 1st day of March, 1935, the sum of $2000.00; with interest thereon at the rate of 5½% per annum, payable semi-annually on the 1st days of September and March of each year, according to the tenor and effect of ten interest coupon notes attached to the said principal note with interest at the rate of 8% per annum on any installment of interest which shall not have been paid when due and on the said principal sum as evidenced by the said principal note after the same shall become due and payable, without relief from valuation or appraisement laws of the State of Indiana, and with 5% attorneys' fees.

And the court further finds that the said sum of $2000.00 is secured by a mortgage upon the real estate described in plaintiff's complaint herein, which said mortgage was made, executed and delivered by the said Earl F. Covey and Dora B. Covey, his wife, on the 20th day of February, 1930, and was filed for record on the 27th day of February, 1930, at 10:37 o'clock A. M., and recorded in Mortgage Record 89 at pages 206 and 207, of the official Mortgage Records in the office of the County Recorder of Hendricks County, in the State of Indiana, and that by the terms of the said mortgage the defendants, Earl F. Covey and Dora B. Covey, his wife, promised and agreed to pay the debt secured thereby and that the said sum should bear interest at the rate of 8% per annum from the date of this judgment.

The court further finds that the first seven interest coupon notes attached to the said principal note, executed by the defendants, Earl F. Covey and Dora B. Covey, his wife, dated on the 20th day of February, 1930, and called for the payment of $55.00 each, were paid on or prior to the due date thereof,but the interest coupon note attached to the said principal note, executed by the said defendants, Earl F. Covey and Dora B. Covey, his wife, on the 20th day of February, 1930, and calling for the payment of $55.00 due on the 1st day of March, 1934, was not paid on the due date thereof, to-wit: on the 1st day of March, 1934, by the defendants or either of them, and remains due and is wholly unpaid. The court further finds that by reason of the default in the payment of the interest when due that under the terms of said note, and mortgage, the principal sum of $2000.00, thereupon became due and payable, and that there is now due this plaintiff the principal sum of $2000.00, together with interest thereon in the amount of $55.00, due on the 1st day of March, 1934, together with interest on both of said sums from said date, to-wit: March 1st, 1934, at the rate of 8% per annum until paid, without relief from valuation or appraisement laws.

And the court further finds that the plaintiff is entitled to have and recover of and from the defendants, Earl F. Covey and Dora B. Covey, his wife, on the note and mortgage sued on herein, the sum of $2097.92 as principal and interest; that plaintiff was obliged to advance and pay as taxes on the mortgaged real estate to protect its title the sum of $16.75, and that interest on said advancement has accrued to the amount of $.06, and that plaintiff is entitled to recover from the taxes and interest thereon the total sum of $16.81; and further that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $5.50, and that interest on said advancement has accrued to the amount of $.02, and that plaintiff is entitled to recover for abstracting and interest thereon, the sum of $5.52; that plaintiff has been obliged to employ attorneys to enforce the collection of the said note, mortgage and extension agreement, and that said note provides for an attorneys' fee of 5% in case it became necessary to foreclose such mortgage, and that a reasonable fee for such attorney is $106.00; and that plaintiff is entitled to recover the total sum of $2226.25 without relief from valuation or appraisement laws, and is entitled to have judgment for that amount.

It is therefore considered, ordered, adjudged, and decreed by the court that the plaintiff have and recover of and from the defendants, Earl F. Covey and Dora B. Covey, his wife, the sum of $2226.25, of which sum $106.00 is for attorneys' fees, together with its costs and accruing costs, all without relief from valuation and appraisement laws, said judgment to draw interest at 8% from and after the date of its rendition.

It is further considered, ordered, adjudged, and decreed by the court that the equity of redemption of the defendants, Earl F. Covey and Dora B. Covey, his wife, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate in Hendricks County, Indiana, to-wit:

The southwest quarter of the southwest quarter of section 8, township 16 north, range 1 west.

and all of the right, title, interest, and claim of said named defendants, and each of them, and of all persons claiming from, under, by, or through them, or any or either of them in and to the said real estate, or so much thereof as may be necessary, shall be sold by the Sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws.

And it is further ordered by the court that the proceeds of said sale herein ordered, be applied as follows:-

1. To the payment of costs and accruing costs.
2. To the payment of the plaintiff's judgment herein, with interest thereon at the rate of 8%; per annum.
3. The overplus, if any, shall be paid to the Clerk of this court for the use of the party, or parties, lawfully authorized or entitled to receive the same under order of court.

In the event said mortgaged premises shall not sell for a sufficient sum to pay and satisfy plaintiff's judgment with interest, costs, and accruing costs, the residue of such debts remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendants, Earl F. Covey and Dora B. Covey.

It is further ordered by the court that a certified copy of this judgment and decree under the hand of the Clerk and the seal of this court, be issued to the sheriff of Hendricks County, Indiana, and the same shall be his authority to proceed hereunder.

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA,)
Plaintiff,)
vs.) NO. 14241. Judgt. vs Defts. for $5507.58 and
CARL WING and) D E C R E E . Costs.
AMANDA WING.) J. D. 16, Page 212.
Defendants.)

Comes now the plaintiff by Edgar M. Blessing and Davis Harrison, its attorneys, and it appearing to the satisfaction of the court by the sheriff's return to the summons issued in this cause, which summons and return of the sheriff endorsed thereon, are in the words and figures following, towit:

SUMMONS--CIRCUIT COURT

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of said County, Greeting:

You are hereby commanded to summon Carl Wing & Amanda Wing to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 5th, day of April, 1934, being the 28th day of the March Term, held in the Court House in Danville, beginning on the first Monday of March, 1934, to answer the complaint of The Prudential Insurance Company of America and of this writ make due return.

WITNESS, The Clerk of said Court, and the seal thereof hereunto affixed at Danville, Indiana, this 22nd day of March, 1934.

(SEAL) Frank Tucker, Clerk

I hereby certify that the above is a true copy of the original Summons.

_____ Sheriff

Came to hand this 22nd day of March, 1934. Was served as commanded by reading to and in the presence and hearing of the within named, Carl & Amanda Wing

Was served as commanded by leaving a true and correct copy at the usual place of residence of the within named, _____

Done this 24th day of March, 1934.

Lewis L. Pounds, Sheriff.

By J. E. Airhart, Deputy.

That the defendants, Carl Wing and Amanda Wing, have been duly 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 now on motion of the plaintiff, each of the defendants, Carl Wing and Amanda Wing, is three times loudly called in open court, but comes not, nor anyone of them, and herein wholly makes default.

Now this cause being at issue on the complaint and default of the above 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 defendant Carl Wing, the following sums, towit:

Balance of principal	$ 4200.00
Interest accrued Sept. 16, 1932	105.00
Interest at 8% from Sept. 16, 1932 to May 26, 1934	583.59
1931 taxes advanced by plaintiff on Feb. 16, 1934	80.77
Interest at 8% to May 26, 1934	1.80
1932 taxes advanced by plaintiff on March 22, 1934	95.27
Interest at 8% to May 26, 1934	1.35
1st instal. 1933 taxes advanced by plaintiff May 4, 1934	41.97
Interest at 8% to May 26, 1934	.21
Insurance premium advanced by plaintiff May 12, 1934	42.99
Interest at 8% to May 26, 1934	.13
Abstract continuation	4.50
	$ 5157.58

The court further finds that a reasonable fee for the plaintiff's attorney is the sum of $350.00; and that the plaintiff is entitled to recover said sum as a 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 Carl Wing and Amanda Wing as alleged, on March 16, 1929, at which time said Carl Wing and Amanda Wing were the owners in fee simple of said real estate; that as alleged, said mortgage was filed for record at 9:36 o'clock, A. M., on March 29, 1929, and recorded in Mortgage Record 88, at pages 100-102, 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 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 became due on September 16, 1932, the same was not paid and has not since been paid; that thereupon plaintiff, on said September 16, 1932, became and now is entitled to foreclosure of its said mortgage; and that there is due thereon the unpaid balance of the principal in the sum of $4200.00, plus interest accrued in the sum of $105.00, all with interest at 8% from September 16, 1932;

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants, Carl Wing and Amanda Wing, the sum of $5157.58 principal, interest and advancements, together with the further sum of $350.00, attorney fees, or a total of $5507.58, 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, towit:

"The south half of the southeast quarter of section 16, Township 17 north, Range 1 East of the Second Principal Meridian, containing 80 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 valution or appraisement laws and 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, towit:

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 benefits of the person lawfully entitled to receive the same.

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 consumation of said sale, the clerk of the 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.

It is further ordered that this cause be continued on the plaintiff's petition and application for the appointment of a receiver.

All of which is ordered, adjudged and decreed.

RENNIA FERN FINE)
FRED CLARK)
VS) # 14212
MARION H. ROBERTS)
ET AL.

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

At the close of all the evidence, the defendants move the Court to instruct the jury to return a verdict against the plaintiff, Fred Clark, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion, now overrules the same, to which ruling of the Court the defendants each separately and severally object and except.

At the close of the evidence and before the argument, the defendants tender instructions numbered from one to seven inclusive, and the Court indicates it will refuse of the instructions so tendered numbers 1, 3, 4 and 5, to the refusal of each one of which each of the defendants separately and severally object and except.

And now the arguments are heard and concluded, and at the close of said arguments, the Court instructions the jury in writing, giving of the instructions tendered by the defendants numbers 2, 6 and 7, to the giving of each one of which the plaintiffs each separately and severally object and except. And the Court gives of its own motion instructions numbered one to _____inclusive, to the giving of each one of which the plaintiffs and defendants each for himself separately 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 and 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 followint, 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. Wednesday,
Record read and signed in open court.

_____, Judge.

Wednesday Morning, June 6th, 1934.

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

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

Comes now the plaintiff, by counsel, and the defendant is ruled to answer the amended complaint by June 12th, 1934.

Paul E. Laymon
Paul E. Laymon, Special Judge.

RENNIA FERN FINE)
FRED CLARK)
VS) # 14212
MARION H. ROBERTS, ET AL.)

Come now the parties, by counsel, and the jury is again brought into court, and it appearing to the Court that the jury has deliberated eighteen hours and failed to agree upon a verdict, and there being no objection, the jury is now discharged from further consideration of this case.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14039
ROBERT W. THOMPSON,) D E C R E E. Judgt. vs Defts. Robert W. Thompson and
MARY E. WIGGAM,) Mary E. Wiggam for $2142.90 and Costs.
NICHOLAS M. SMOCK,) J. D. 16, Page 212.
MORTON STIPE,)
ROBERT E. THOMPSON,)
DELBERT JONES and)
COLLIE WIGGAM.)

Comes now the plaintiff by Edgar M. Blessing and Davis Harrison, its attorneys, and it appearing to the satisfaction of the court from the summons issued in this cause to the sheriff of Hendricks County and the return thereto which summons and return are in the words and figures following, towit:

SUMMONS--CIRCUIT COURT

The State of Indiana, Hendricks County, ss;

The State of Indiana, to the Sheriff of said County, Greeting:

You are hereby commanded to summon Morton Stipe, Delbert Jones & Nicholas M. Smock to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 15th day of March, 1934, being the 10th day of March Term, held in the Court House in Danville, beginning on the first Monday of March, 1934, to answer the complaint of The Prudential Insurance Company of America, and of this writ make due return.

WITNESS, The Clerk of said Court, and the seal thereof hereunto affixed at Danville, Indiana, this 2nd day of March, 1934

(SEAL) Frank Tucker Clerk

I hereby certify that the above is a true copy of the original Summons.

Sheriff

Came to hand this 2nd day of March, 1934. Was served as commanded by reading to and in the presence and hearing of the within named, Morton Stipe. Nicholas M. Smock not found in my Balewick Was served as commanded by leaving a true and correct copy at the usual place of residence of the within named, Delbert Jones.
Done this 3rd day of March, 1934.

Lewis L. Pounds, Sheriff.
By_____, Deputy.

That the defendants, Robert W. Thompson, Mary E. Wiggan, Morton Stipe, Robert E. Thompson, Delbert Jones and Collie Wiggam and each of them have been duly served with summons herein more than ten days prior to the date fixed by the plaintiff on its complaint for said defendants to appear and answer. The court now finds that each of said defendants has been due and legal notice of the pendency of this cause and of the time when and the court in which it would come on to be heard.

Now on motion of the plaintiff, each of the defendants, Robert W. Thompson, Mary E. Wiggam, Morton Stipe, Robert E. Thompson, Delbert Jones and Collie Wiggam is three times loudly called in open court, but comes not, nor anyone for them and herein wholly makes default.

Now this cause being at issue on the default of the named defendants and on the answer filed by Nicholas M. Smock 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 prayed should be granted.

The court further specifically finds that there is due to the plaintiff from the defendants Robert W. Thompson, Mary E. Wiggam, Robert E. Thompson, and Collie Wiggam, the following sums, towit:

Balance of principal	$ 1550.00
Balance of interest accrued on Aug. 16, 1932	42.69
8% Interest to Jone 2, 1934	227.98
Taxes advanced by plaintiff on May 4, 1934	27.94
8% Interest to June 2, 1934	.17
Taxes advanced by plaintiff on Aug. 9, 1933	111.94
8% Interest to June 2, 1934	7.00
Insurance premium advanced by plaintiff on April 16, 1934	18.00
8% Interest to June 2, 1934	.18
Abstract expense	7.00
	$ 1992.90

The court further finds that a reasonable fee for the plaintiff's attorney is the sum of $150.00; and that the plaintiff is entitled to recover said sum as a 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 Robert W. Thompson and Mary E. Wiggam, as alleged, on August 16, 1923, at which time said Robert W. Thompson and Mary E. Wiggam were the owners in fee simple of said real estate; that, as alleged, said mortgage was filed for record at 4:15 o'clock P.M., on September 5, 1923, and recorded in Mortgage Record 79, at pages 1,2, 3, 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 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 interest became due on August 16, 1932, the same was not paid in full, and there remains due thereon the sum of $42.69; that thereupon, on said date, plaintiff became and now is entitled to foreclosure of its mortgage; and that there is due thereon the unpaid balance of the principal in the sum of $1550.00, plus balance of interest accrued on August 16, 1932, in the sum of $42.69, all with interest at 8 per cent. from August 16, 1932;

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.

The court finds for the defendant Nicholas M. Smock on his answer that he is the holder of a valid and subsisting mortgage on the real estate in the complaint and hereinafter described; that said mortgage is recorded in Mortgage Record 79, at page 7, in the office of the recorder of Hendricks County, Indiana. That the terms of said mortgage have been breached and that there is due thereon the principal sum of $1100.00, with interest thereon from this date at 8 per cent. and the court further finds that the said Nicholas M. Smock is entitled to the payment of his mortgage after the payment in full of the mortgage to the plaintiff herein.

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants, Robert W. Thompson and Mary E. Wiggam, the sum of $1992.90, principal, interest and advancements, together with the further sum of $150.00, attorney fees, or a total of $2142.90, 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, towit:

> The north half of the east half of the northwest quarter of section 25, township 16 north, range 1 west of the second principal meridian, containing 40 acres, more or less, in Center 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 and 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, towit:

1. To the payment of costs accrued and accruing;
2. To the payment of plaintiff's judgment with 8% interest;
3. To payment of mortgage of Nicholas M. Smock as hereinabove provided;
4. 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, adjudged and decreed that C. 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 C. W. Gladden, hereinbefore appointed receiver, 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 to refusing to yield possession.

All of which is ordered, adjudged and decreed.

BLANCHE B. BROWN)
VS) INTERLOCUTORY DECREE ORDERING SALE.
KENNETH HURST,) # 14144
VIRGINIA HURST SIMMONS,)
REX SMITH, RAY SMITH,)
and DOROTHY SMITH SEARS.)

Comes now the plaintiff and shows to the court that the defendants Kenth Hurst, Virginia Hurst Simmons, Rex Smith and Ray Smith are not residents of the state of Indiana as shown by affidavit heretofore filed and that they have been duly served with notices of the filing and pendency of said petition and the time and place fixed for the hearing thereof by publication of such notices for three weeks successive in the Coatesville Herald, a public newspaper of general circulation printed and published in Coatesville, Hendricks County, Indiana, the last of which publication was so made and completed at least ten days prior to this time and to the date set out for the hearing of the said petition; a copy of which notice and the proof of publication thereof, as aforesaid, being now filed and reading has follows: H.I.

And now the written assent of the defendant, Dorothy Smith Sears, to the sale prayed for in said petition and waiving notice thereof is filed and reads as follows: H.I. And now the defendants Kenneth Hurst, Virginia Hurst Simmons appear by counsel and file answer consenting to the sale of said real estate as prayed for in the complaint. And it appearing to the court that the defendant Virginia Hurst Simmons is a minor, the court now appoints George Hadley, guardian ad litem for said infant defendant, who now appears and accepts such said trust for and on her behalf files as such guardian the following answer to said petition in general denial thereof: H.I. And the defendants Rex Smith and Ray Smith failing to appear they are each on motion three times loudly called but comes not and herein wholly make default.

And the issues in this behalf having been joined upon the defaults and answers as heretofore stated, the same for trial and determination are now submitted to the court, a jury by agreement being waived, and the court having heard the evidence and being sufficiently advised in the premises finds, that as alleged in the complaint, said plaintiffs and defendants, Blanche B. Brown, Kenneth Hurst, Virginia Hurst

Simmons, Red Smith, Ray Smith and Dorothy Smith Sears are the owners as tenants in common of the following described real estate, to-wit:

A part of the South-east quarter of Section 31, Township 15 North of Range 2 West, Beginning at a point 23 rods and 14,5/6 feet West of a point in the public highway on the South line of said quarter Section, and immediately North of the North-east corner of lot No. 18 in Blair's Addition to the town of Coatesville, thence North about 13 rods and 7 feet; thence West 11 rods and 15,1/6 feet to the West line of the East half of the West half of said quarter Section; thence South on said West line 13 rods and 7 feet to the Section line; thence East to the place of beginning, estimated to contain 1 acre, Also,

A part of the South-east quarter of Section 31, in Township 15 North, Range 2 West and described as follows, to-wit: Commencing at the North-west corner of one acre of land conveyed by General Warranty Deed to Amanda Wright and Absolom M. Wright by Jesse F. Elrod on the 5th day of July, 1900, and which is recorded in Record No. 87 on page 411 in the Deed Records of Hendricks County, Indiana, and running thence East 23 rods and 13 feet and 10 inches; thence North 13 rods and 11 feet to the South line of the Terre Haute, Indianapolis and Eastern Traction Company Right of Way; thence West along the South line of the said Terre Haute, Indianapolis and Eastern Co. Right of Way to the West line of the East half of the West half of said quarter Section; thence South on said West line 120 feet and 6 inches to the place of beginning, estimated to contain 1.50 acres more or less.

That said parties so own said real estate in the following portions; said plaintiff, Blanche B. Brown, an undivided one-fourth thereof; said defendant, Kenneth Hurst, an undivided one-fourth thereof; said defendant, Virginia Hurst Simmons, an undivided one-fourth thereof; said defendant, Rex Smith, and undivided one-twelfth thereof; said defendant, Ray Smith, and undivided one-twelfth thereof and said defendant, Dorothy Smith Sears, and undivided one-twelfth thereof; and that they are entitled to have the said interests set off and assigned to them in severalty. The Court further finds from the evidence and by consent of the parties present that said real estate cannot be divided as aforesaid without damage to the owners thereof, and that a sale of said real estate should be made and the proceeds of such sale distributed according to the rights and interests of the parties in and to said real estate as the same are herein found and determined. And that said real estate is of the probable value of $750.00.

It is therefore considered and decreed by the Court that the parties hereto are the owners of, and have interest, as above found and set forth in and to said real estate, or any proceeds derived from its sale and that said real estate; is not susceptible of partition and divisions without damage to the said owners thereof.

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

Notice of the time, terms and place of such sale shall be given by one publication thereof in the Coatesville Herald, a weekly newpspaer, printed and published in Hendricks County, Indiana, and by posting written or printed notices thereof in five public places in the township where said real estate is situated. Said notices shall be published and posted at least ten days prior to the time fixed for such sale. And upon such sale being made and confirmed all claim of title in and to said real estate held by any of the said owners thereof shall be as affectually barred as if said parties had themselves executed a conveyance thereof to the purchaser.

And the Court now appoints William McAninch, a commissioner thereof, to make sale of the real estate in accordance with the foregoing order, and requires him to execute bond in the penalty of Fifteen Hundred Dollars conditioned for the faithful discharge of his duties and with sureties thereon to the approval of the Court, And now comes said William McAninch and accepts such trust and tenders his bond as commissioner in the penalty and conditioned as aforesaid with Allen Campbell as surety thereon, which

bond is approved by the Court and reads as follows: H.I. And said commissioner is directed to have an appraisement made of said real estate by two disinterested free-holders of the community where said real estate is situated. And said commissioner now files an appraisement of the real estate in this order described, taken and now in due form of law, and reads as follows: H.I. And said commissioner thereupon is ordered to proceed to the execution of the foregoing order for the sale thereof, and make due report of his proceedings during the present term of this Court.

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

Record read and signed in open court.

A. J. Stimmons, Judge.

Thursday Morning, June 7th, 1934.

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

BECKER ROOFING COMPANY,)
A CORPORATION)
VS) # 13622
REBACCA VEATCH ALIAS)
REBECCA CUMMINS,)
MAYME BUTCHER)

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

CHARLES STEVENS, ET AL.)
VS) # 13370 Judgt. vs Pltfs. for Costs.
THOMAS ROACH) J. D. 16, Page 213.

Come now the plaintiffs, by counsel, and upon their motion this cause is 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, Charles Stevens and Eleanor Stevens are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WALTER THOMPSON, ET AL.)
VS) No. 14269 ORDER APPROVING BOND.
E. F. ALEXANDER, ET AL.)

Comes now Walter Thompson, trustee herein appointed, and presents to the court his bond in the sum of $10,000.00, with the United States Fidelity & Guaranty Company as surety thereon, which bond is in the words and figures as follows, to-wit: (H.I.).

And the court having been duly advised in the premises and having examined said bond, does now approve the same.

And it is further ordered and adjudged by the court that the said trustee herein be and he is hereby directed to deposit all funds collected in this trust in a bank or banks, so many as may be necessary, having a government guarantee for payment of deposits, and no longer amount than such guarantee to be deposited in any one bank having such guarantee.

Courtland C. Gillen

Courtland C. Gillen, Special Judge

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

A. J. Stevenson, Judge.

Friday Morning, June 8th, 1934.

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

METROPOLITAN LIFE INSURANCE)
COMPANY, A CORPORATION) (This order is vacated. See C. O. B. 84
VS) # 13786 page 78, for filing of receiver's report.)
JOHN J. DOUGAN, ET AL.)

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

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

WALTER THOMPSON, ET AL.)
VS) # 13902
EVERARD F. HADLEY, ET AL.)

Come now the plaintiffs, by counsel, and file demurrer to plea in abatement of The Fidelity and Casualty Company of New York, 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 sustains the same, to which ruling of the Court The Fidelity and Casualty Company of New York now excepts.

And now on motion of the plaintiffs, the defendants are ruled to answer the complaint June 12th, 1934.

Chase Harding, Special Judge.

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, a corporation,)
Plaintiff)
VS) Cause No. 14289
SALLEY F. SMITH, unmarried,) D E C R E E.
FRANK C. EVANS, LAWRENCE E. DE-) Judgt. vs Deft., Salley F. Smith, for $3665.14
VORE and BENJAMIN C. EVANS, Part-) and Costs.
ners doing business under the firm) J. D. 16, Page 213.
name and style of Evans, DeVore)
and Company,)
NICK FORD,)
Defendants.)

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, by Zimri E. Dougan and Howard A. Sommer, its attorneys; come also the defendants Frank C. Evans, Lawrence E. DeVore, and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, by Lowell S. Love, their attorneys; and comes also the defendant, Salley F. Smith, unmarried, by Robert W. Marks, her attorney, and files her answer in general denial to the plaintiff's complaint

herein, which said answer reads in the words and figures following, to-wit:- (H.I.).

And it appearing to the satisfaction of the court, by the summonses heretofore issued in this cause to the Sheriffs of Boone County, Indiana, and Hendricks County, Indiana, together with the returns of the Sheriffs endorsed thereon, which summonses and sheriffs' returns are in the words and figures following, to-wit: (H.I.) that the defendants, Salley F. Smith and Nick Ford have each been duly served with process more than ten days prior to the return day as fixed by plaintiff by endorsement on its complaint and as fixed in said summonses.

And it further appearing to the satisfaction of the court that the defendants Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, have heretofore waived issuance and service of process and entered their full appearance herein.

And the defendant, Nick Ford, failing to appear, upon motion of the plaintiff, is now three times audibly called in open court, but comes not, and herein wholly makes default.

And now this cause being at issue upon the complaint of the plaintiff, the answers of the defendants, Salley F. Smith, unmarried, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, and upon the default of the defendant, Nick Ford, 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 and being fully advised in the premises, now finds for the plaintiff that the material allegations of plaintiff's complaint are true. That on or about the 1st day of April, 1929, the defendant, Salley F. Smith, unmarried, became indebted to Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, and made and delivered to the said defendants her certain promissory note dated on the 1st day of April, 1929, and thereby prmised to pay to the said defendants Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, on the 1st day of April, 1934, the principal sum of $3900.00, with interest thereon at the rate of 5% per annum, payable annually on the 1st day of April of each year, according to the tenor and effect of five interest coupon notes attached to the said principal note with interest at the rate of 8% per annum on any installment of interest which shall not have been paid when due and on the said principal sum as evidenced by the said principal note after the same becomes due and payable, without relief from valuation or appraisement laws of the State of Indiana, and with 5% attorneys' fees.

The court further finds that, to secure the prompt and punctual payment of the said principal note and interest coupon notes as the same should become due and payable, the defendant, Salley F. Smith, unmarried, made, executed, and delivered to the said Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, her certain mortgage dated on the 1st day of April, 1929, and did thereby mortgage and warrant to the said defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, certain real estate in Hendricks County, in the State of Indiana, more particularly described in plaintiff's complaint herein. That said mortgage was duly acknowledged by the mortgagor on the 12th day of

April, 1929, before a Notary Public in and for Hendricks County, in the state of Indiana, and thereafter duly filed for record on the 13th day of April, 1929, at 9:22 o'clock, A.M., and recorded in Book 88 of Mortgages, at pages 135 and 136 of the official mortgage records in the office of the county recorder of Hendricks County, in the state of Indiana.

The court further finds that, since the execution of the said note, the defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, for valuable consideration then paid to them by the plaintiff, assigned the said note to this plaintiff, as more fully appears by an endorsement attached and affixed to the said note, wherein the said defendants granted to the plaintiff the full rights and control of the said indubtedness and subrogated the interest which they had in the said note, or the interest to become due thereon, to the principal and interest due in favor of the plaintiff, and the plaintiff has ever since been the owner and holder of, and is now the owner and holder of, said note, with interest coupon notes attached and all of the indebtedness secured thereby, except so much of the interest due on the said principal indebtedness which shall be included in the amount reserved in the assignment made by the said defendants. That such right, title, or interest as the said defendants, Frank C. Evans, Lawrence F. DeVore and Benjamin C. Evans, have in and to the indebtedness described in the said assignment, or otherwise, in junior, inferior, and subordinate to the right, title, and interest of the plaintiff in and to the said premises.

The court further finds that, since the execution of the said note and mortgage hereinbefore described, to-wit, April 1st, 1929, the defendants Frank C. Evans Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, for valuable consideration then paid to them by the plaintiff, did assign and transfer the mortgage hereinbefore described, given to secure the payment of the said indebtedness, by a certain instrument of assignment dated on the 1st day of April, 1929, and thereafter duly acknowledged by a member of the firm of Evans, DeVore and Company, a partnership composed of Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, and thereafter duly recorded in Hendricks County, state of Indiana, on the 29th day of April, 1929, at 8:47 o'clock, A. M., in Mortgage Record 88 at pages 176 and 177 of the Mortgage Records in the office of the county recorder of said county and state, and plaintiff, by said assignment, became the owner and holder of the said mortgage. That plaintiff has been the owner and holder of the said mortgage since the execution and delivery of the said assignment hereinbefore described, and is now the owner and holder of the said mortgage.

The court further finds that the first four interest coupon notes attached to the said principal note, executed by the defendant, Salley F. Smith, unmarried, dated on the 1st day of April, 1929, and calling for the payment of $195.00 were paid on or prior to the due date thereof, and that the sum of $800.00 was paid for and on account of the principal on the 9th day of July, 1930, but that the interest coupon note attached to the said principal note, executed by the said defendant, Salley F. Smith, unmarried, on the 1st day of April, 1929, and calling for the payment of $195.00, due on the 1st day of April, 1934, upon which by reason of the payment for and on account of the principal as hereinabove set out, there was due thereon, on the 1st day of April, 1934, the sum of $155.00 was not paid on the said due date thereof by the said defendants, or either of them, and that said defendants and each of them have wholly failed and neglected to pay the installment of interest in the sum of $155.00 due on the 1st day of April, 1934,

which said installment of interest remains due and is wholly unpaid. The court further finds that, by reason of the default in the payment of the interest when due, that under the terms of said note, mortgage, and the assignments thereof hereinbefore described, the remaining principal sum of $3100.00 became due and payable, and that there is now due plaintiff the remaining principal of $3100.00, together with interest thereon in the amount of $155.00 due on the 1st day of April, 1934, together with interest on both of said sums from said date, to-wit, April 1, 1934, at the rate of 8% per annum until paid without relief from valuation or appraisement laws.

The court further finds that the plaintiff is entitled to have and recover of and from the defendant, Salley F. Smith, unmarried, on the note and mortgage sued upon in this action the sum of $3303.46, as principal and interest; that plaintiff was obligated to advance and pay as taxes on the mortgaged real estate to protect its title the sum of $181.79, and that interest on said advancement has accrued to the amount of $.84, and that plaintiff is entitled to recover for the taxes and interest thereon the total sum of $182.63; and further that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $4.50, and that interest on said advancement has accrued to the amount of $.02, and that plaintiff is entitled to recover for abstracting and interest thereon the sum of $4.52; that plaintiff has been obliged to employ attorneys fo enforce the collection of the said note and mortgage, and that said note provides for an attorney's fee of 5% in case it became necessary to foreclose such mortgage, and that a reasonable fee for such attorney is $174.53; and that plaintiff is entitled to recover the total sum of $3665.14, without relief from valuation or appraisement laws, of and from the defendant, Salley F. Smith, unmarried, and is entitled to have judgment for said amount, and that said sum is secured by the mortgage in plaintiff's complaint described, which mortgage plaintiff is entitled to have foreclosed against the defendants and each of them.

The court further finds that the defendants, Frank C. Evans, Lawrence E. DeVore, and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, claim some right, title, or interest in and to the real estate herein described by reason of retaining an interest under the assignment of the note as hereinbefore set out and described, or otherwise, the exact nature of which is not known and is not disclosed to the plaintiff, but such interest as the said defendants have, or claim to have, is junior, inferior, and subordinate to the right, title, and interest of the plaintiff by reason of the mortgage which it now holds, together with the terms of the said assignment hereinbefore described.

The court further finds that the defendant, Nick Ford, claims some right, title, or interest in the premises described in plaintiff's mortgage by reason of a certain rental contract, or otherwise, the exact nature of which the plaintiff is not informed, but such interest as the said defendant has, or claims to have, is junior, inferior, and subordinate to the claim and interest of the plaintiff under and pursuant to the terms of the said mortgage in its favor.

And the court further finds that the interest of each and every one of the said defendants is junior, inferior and subordinate to the interest of the plaintiff by reason of the said mortgage now held by it.

The court further finds that the mortgaged premises described in the said mortgage are not of sufficient value and probably will not sell for a sufficient

sum to pay the debt due the plaintiff under said mortgage, and that the rents, issues, and profits of the said real estate are not being collected, or, if being collected, are not being applied upon the indebtedness due the plaintiff, together with interest thereon, and that a receiver should be appointed to collect the rents, issues and profits of the said real estate and apply the proceeds derived thereon from upon the costs of the trust, taxes as the same become due and payable, and upon the indebtedness due the plaintiff.

It is, therefore, considered, ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendant, Salley F. Smith, the sum of $3665.14, of which said sum $174.53 is for plaintiff's attorney's fees, with its costs and accruing costs, all without relief from valuation and appraisement laws, said judgment to draw interest at the rate of 8% per annum from and after the date of its rendition.

It is further considered, ordered, adjudged, and decreed by the court that the equity of redemption of the defendants, Salley F. Smith, unmarried, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore and Company, and Nick Ford, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate in Hendricks County, Indiana, to-wit:-

The West half of the Northwest quarter of Section 16, Township 17 North, Range 2 West, containing 80 acres, more or less -

and all of the right, title, interest, and claim of said named defendants, and each of them, or any or either of them, in and to the said real estate, or so much thereof as may by necessary, shall be sold by the Sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale thereof to be made without relief from valuation or appraisement laws, and the proceeds of such sale to be applied as follows:-

1. To the payment of costs and accruing costs;
2. To the payment of the plaintiff's judgment herein, with interest thereon;
3. The overplus, if any, shall be paid to the Clerk of this court for the use of the party, or parties, lawfully authorized or entitled to receive the same under order of court.

In the event said mortgaged premises shall not sell for a sufficient sum to pay and satisfy plaintiff's judgment, with interest, costs, and accruing costs, the residue thereof remaining unpaid shall be levied of the goods and chattels, lands and tenements of the defendant, Salley F. Smith,

It is further ordered by the court that John Smith be appointed receiver herein, to act as such receiver pending the sale of said real estate and during the time allowed for redemption, upon his filing bond in the sum of $500.00, payable to the Clerk of this court, and taking an oath as provided by law. That said receiver rent the said property and collect the landlord's share of the rents, issues and profits therefrom, and out of said rents, issues and profits pay the costs of administration, taxes as they accrue, premiums on insurance policies on the buildings on said real estate, and the balance upon plaintiff's judgment remaining unpaid after sale of the real estate hereinbefore described.

Comes now the said John Smith and accepts his appointment as such receiver and makes oath that he will perform his duties according to law, and files his bond payable to the Clerk of this court in the sum of $500.00, which bond and oath are in the words and figures as follows, to-wit:- (H.I.).

It is further ordered by the court that a certified copy of this judgment and decree under the hand of the Clerk and the seal of this court be issued to the Sheriff of Hendricks County, Indiana, and the same shall be his authority to proceed hereunder, and shall be sufficient authority for the receiver to have charge of the real estate hereinbefore mentioned and described.

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 9th, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13875
OLIVER E. NICHOLS, ET AL.)

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

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

O. FRANK MUSSELMAN)
VS) # 14182
JOHN W. FRAZEE, ET AL.)

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

ETHYL L. OSBORN)
VS) 14063
ROLAND C. OSBORN)

Comes now the defendant, by counsel, and files petition for custody of child, 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 June 15th, 1934.

IN THE MATTER OF THE ASSESSMENT)
OF ALLEGED OMITTED PROPERTY TO) # 14214 ENTRY
MARY S. BOYD.)

Come now the parties, Harry Dunn and Charles A. Grossart, Auditor of Marion County, Appellees, and Mary S. Boyd, Appellant, and the court, having heretofore heard all the evidence, the argument of counsel, and being duly advised in the premises, finds that all of the property which the auditor of Marion County assessed for taxes on June 7, 1928 against Mary S. Boyd as omitted property for the years 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921 and 1922, was not the property of said Mary S. Boyd during said years, and that his act in placing said shares of stock on the tax duplicates of Marion County as omitted property and extending the tax thereon for each of said years is invalid and void, and that said Mary S. Boyd was, and is, not chargeable with taxes on said property in Indiana or any part of it during the years 1913 to 1922, inclusive.

It is, therefore, considered, adjudged and decreed that the assessment made by the auditor on the 7th day of June, 1928 involved in this appeal is invalid and void and that said Harry Dunn, as auditor, had no jurisdiction to assess said Mary S. Boyd with taxes for said property and that the taxes thereon so assessed constitute an unlawful charge against Mary S. Boyd and an invalid and unlawful lien upon her property.

It is further ordered, adjudged and decreed that Charles A. Grossart, as auditor of Marion County, be, and he is hereby ordered, to rescind and vacate said action of June 7, 1928 and cancel the record thereof and to remove all of said property assessed in said action from the tax duplicates and records of Marion County; to which finding and judgment Harry Dunn and Charles A. Grossart, as auditor of Marion County, object and except.

STATE OF INDIANA ON THE RELATION)
OF RICHARD A. MCKINLEY, BANK COM-)
MISSIONER OF THE STATE OF INDIANA.)
VS) # 13929
CITIZENS BANK OF AMO, INDIANA.)

Comes The Danville Trust Company, Of Danville, Indiana, the duly appointed, qualified and acting receiver of defendant in the above and foregoing entitled cause, Citizens Bank Of Amo, Indiana, files a report of its doings as such receiver and tenders its resignation as such officer to the court. Said report being in the words and figures as follows, to-wit:- (Here Insert).

And the court, having examined said report and being fully advised as to the contents thereof does now in all things approve the same, and does ratify and confirm the doings of said receiver in the premises, and finds that said receiver should be allowed the sum of $1,000.00, as and for its services as such officer; that its resignation as such receiver should be accepted and a successor appointed; that said receiver should be fully and finally discharged from its trust and liability under its said appointment, and that it should be allowed ten days in which to make settlement with its successor and turn over to it all of the property and assets of said bank, including cash on hands, now held by it.

It is, therefore, considered and adjudged by the court that the report of said receiver be, and the same is, approved; that said receiver be, and it is, allowed the sum of $1,000.00, as and for its services in administering said trust; that its resignation as such receiver be, and it is, accepted by the court and that The First National Bank, of Danville, Indiana, be, and it is, appointed receiver of said defendant bank in the place and stead of the said, The Danville Trust Company, of Danville, Indiana, and that said receiver, The Danville Trust Company, of Danville, Indiana, be, and it is, given ten days from this date, June 9th. 1934, in which to turn over to its said successor all of the property and assets of said bank, including the cash on hands, shown in said report as being in the custody and under the control of said receiver, upon doing which it shall be, and is, fully and finally discharged from further liability as receiver of said bank. And further proceedings herein are continued.

CHARLES YELTON)
VS) # 14311
CECIL DALE)
MARY E. DALE)

Comes now the plaintiff, by counsel, and files affidavit of non-residence of defendant, Cecil Dale, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said non-resident notice, and being duly advised in its premises, now orders said notice issued for said defendant, making the

same returnable the 3rd day of September, 1934.

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

A. J. Thomson, Judge.

Monday, June 11th, 1934, and the 31st day of the May Term, 1934.

Monday Morning, June 11th, 1934.

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

CENA YORK)
VS) # 14136
RAYMOND GLEN YORK)

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.).

STATE OF INDIANA, EX REL)
Luther F. Symons, Bank)
Commissioner of Indiana)
vs.) # 12421 ORDER DIRECTING RECEIVER TO MAKE COMPROMISE SETTLEMENT OF LUDLOW NOTE.
CITIZENS STATE BANK)
PLAINFIELD, INDIANA.)

Comes now, Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, in the above entitled cause, and files his verified petition asking for an order to make settlement of a certain note executed by Elmer D. Ludlow to the Citizens State Bank, Plainfield, Indiana, which note is described in said petition, and which petition is in the following words and figures, to-wit: (Here Insert) and the court having examined said petition and being duly advised in the premises finds that the statements therein set forth are true and in the interests of said Receivership and trust said Receiver should be ordered to make settlement with said Elmer D. Ludlow by accepting from him $200.00 as full payment for said note, and as in said petition prayed for.

It is therefore now ordered by the court that upon the payment to said Receiver of $200.00 by said Elmer D. Ludlow that said Receiver shall accept said $200.00 in full payment and compromise settlement on note Number 23007 and described in said petition, and upon the payment to said Receiver of said $200.00, said Receiver is ordered to surrender said note to said Ludlow.

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

A. J. Stevenson, Judge.

Tuesday, June 12th, 1934, and the 32nd day of the May Term, 1934.

Tuesday Morning, June 12th, 1934.

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

STATE OF INDIANA) SS:
HENDRICKS COUNTY)

HENDRICKS CIRCUIT COURT
MAY TERM, 1 9 3 4

EVA KESLER
VS
MURRAY MORRIS, ADMINISTRATOR OF ESTATE OF HENRY COX, DECEASED.

PRAECIPE FOR TRANSCRIPT

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT:

You are hereby requested to prepare a transcript of the entire record for appeal to the Appellate Court of Indiana in the above entitled cause in which final judgment was rendered on the 14th day of April, 1933.

You will incorporate therein, also, without copying, the defendants original bill of exceptions numbered one containing the long-hand transcript of the evidence.

Edgar M. Blessing
Attorney for Defendant

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, A CORPORATION.)
VS.) # 14245 Judgt. vs Deft., Mary Ethel Lambert,
JOHN T. LAMBERT AND) for $5969.66 and Costs.
MARY ETHEL LAMBERT, HIS WIFE.) J. D. 16, Page 213.

Comes the plaintiff, by counsel, and comes also defendant, Mary Ethel Lambert, by E. M. Blessing, her attorney, Whereupon said defendant files answer to the complaint, which answer is as follows, to-wit:- (Here Insert).

And it now appearing to the satisfaction of the court, by proof of publication of the notice to defendant, John T. Lambert, filed in this case, which notice and proof of publication thereof are as follows, to-wit:-(Here Insert), that defendant, John T. Lambert, has been duly notified of the filing and pendency of this action by three successive weekly publications in The Hendricks County Republican, a public weekly newspaper of general circulation, printed in the English Language, and published in the Town of Danville, Hendricks County, Indiana, the first of which publications was made on March 29th, 1934, and the last on April 12th, 1934, the last being made more than thirty days before the 21st day of May A. D. 1934, the day fixed by the plaintiff by indorsement upon its complaint, and in the order of the Hendricks Circuit Court directing the Clerk of said court to issue such notice, for said defendant to appear and answer plaintiff's complaint.

And said defendant, John T. Lambert, failing to appear and answer the complaint herein is now three times loudly called in open court but comes not and herein wholly makes default.

And now this cause, being at issue upon plaintiff's complaint, the answer of defendant, Mary Ethel Lambert, thereto, and the default of defendant, John T. Lambert, 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 be-

ing fully advised in the premises, says and finds:-

That on the 23rd day of May, 1923, defendant, John T. Lambert became indebted to the plaintiff, The Mutual Benefit Life Insurance Company a Corporation, in the sum and amount of $5,000.00, and, as evidence of such indebtedness, on said date executed and delivered to the plaintiff his certain promissory note in the sum of $5,000.00, payable on the 1st day of June, 1928, and ten interest coupon notes, attached to said principal note, representing the interest due on said principal note, each for the sum of $125.00 and falling due as follows:- One on the 1st day of December, 1923, and one each of the remaining notes on the first days of June and December of each and every year thereafter until, and inclusive of, June 1st, 1928; that to secure the payment of said principal note and said interest coupon notes, as and when the same should severally become due and payable, said defendant, John T. Lambert, and Mary Ethel Lambert, his wife, made and delivered to the plaintiff herein their certain mortgage on the following described real estate in Hendricks County, Indiana, to-wit:-

The North half of the North-east quarter of Section 18, Township 17 North, Range 1 West;

that said mortgage was dated May 23rd, 1923, duly acknowledged by the mortgagors on May 28th, 1923, before a Notary Public in and for Boone County, in the State of Indiana, filed for record in the Recorder's Office of Hendricks County, Indiana, at 9:00 o'clock A. M. on the 29th day of May, 1923, and recorded in Book 78 of Mortgages, at page 330, of the records of said Office.

The court further finds that each of the ten interest coupon notes attached to said principal note, dated May 23rd, and calling for the sum of $125.00, was paid to the plaintiff, as they severally became due, but the principal note was not paid by the defendants, or either of them, on the due date thereof, to-wit:-June 1st, 1928; that in contemplation of not being able to pay said principal sum of $5,000.00 upon the due date thereof, the said defendants, John T. Lambert and Mary Ethel Lambert, his wife, requested the plaintiff to extend the time for the payment of said principal sum of $5,000.00 to the 1st day of June, 1933, with interest thereon at the rate of five per centum per annum, payable semi-annually on the 1st days of December and June of each year; that pursuant to said request it was agreed by and between the plaintiff and the defendants, John T. Lambert and Mary Ethel Lambert, his wife, that the time for the payment of the said principal sum of $5,000.00 should be extended to the 1st day of June, 1933, together with interest thereon at the rate of five per centum per annum, payable semi-annually on the 1st days of December and June of each year; that pursuant to said agreement the said John T. Lambert and Mary Ethel Lambert, his wife on the 16th day of May, 1928, executed their certain extension agreement wherein they promised and agreed to pay to the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, on the 1st day of June, 1933, the sum of $5,000.00, with interest thereon at the rate of five per centum per annum, payable semi-annually on the 1st days of December and June of each year, according to the tenor and effect of ten interest coupon notes attached thereto, each calling for the sum of $125.00.

The court further finds that the first nine interest coupon notes attached to said extension agreement, executed by the defendants, John T. Lambert and Mary Ethel Lambert, his wife, on the 16th day of May, 1928, and calling for the payment of $125.00 each, were paid on or prior to the due dates thereof, and that on the 14th day of March, 1932, the sum of $100.00 was paid for and on account of the principal debt,

together with accumulated interest thereon in the sum of $1.43, but the interest coupon note attached to the said extension agreement, executed by the defendants on the 16th day of May, 1928, and calling for the payment of $125.00, due on the 1st day of June, 1933, upon which by reason of the payment of the said sum of $100.00 for and on account of the principal, as heretofore found, there was due thereon, on June 1st, 1933 the sum of $122.50, was not paid on the due date thereof by the defendants or either of them, and that said defendants and each one of them have wholly failed and neglected to pay said installment of interest and that the plaintiff is entitled to recover said amount, together with interest thereon at the rate of eight per centum per annum from and after June 1st, 1933, in the sum of $132.61, principal and interest.

The court further finds for the plaintiff upon its complaint, that the material allegations thereof are true, and that the balance of the principal note and debt in the sum of $4900.00 is long overdue and remains wholly unpaid; that the plaintiff is entitled to recover said amount, together with interest thereon at the rate of eight per centum per annum from and after June 1st, 1933, in the sum of $5302.85, principal and interest; that the defendants failed and neglected to pay the taxes levied on the real estate described in plaintiff's mortgage and the same became delinquent and unpaid and the plaintiff, in order to protect its security, was obliged to pay, and did so pay on March 19th, 1934, said taxes in the sum and amount of $241.96; that interest on said advancement has accrued on the amount of $4.40, and that plaintiff is entitled to recover for taxes paid, and interest thereon, the sum of $246.36; that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $3.50; that interest on said advancement has accrued to the amount of $.07, and that plaintiff is entitled to recover for money advanced for abstracting and interest thereon, the sum and amount of $3.57; that plaintiff was obliged to employ attorneys to enforce the collection of said note and mortgage, and that the note provides for an attorney's fee of five per centum in case it became necessary to foreclose such mortgage, and that a reasonable fee for plaintiff's attorneys is $284.27; that each and all of said sums aforesaid are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to recover a judgment against defendant, Mary Ethel Lambert, wife of defendant, John T. Lambert, for a total of said several amounts in, to-wit:-The sum of $5969.66, and the costs of this action taxed at $_____, and accruing costs, all without 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 said mortgage sold to pay and satisfy the amount found by the court to be due the plaintiff, 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 recover of and from defendant, Mary Ethel Lambert, wife of defendant, John T. Lambert, the sum of $5969.66, of which amount the sum of $284.27 thereof is for plaintiff's attorneys' fees, together with the costs of this action taxed at $_____, and accruing costs, all without relief from valuation and appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition, to-wit:- June 12th, 1934.

It is further 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, foreclosed against the defendants, John T. Lambert and Mary Ethel Lambert, his wife, and that the equity of redemption of said defendants, and of all persons claiming from, under, by, or through them, or either of them, in and to the real estate described in plaintiff's mortgage, 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 of 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 thereof to be without relief from valuation or appraisement laws, and free from all claims of the defendants and of all persons claiming by, under or through them, except their statutory right of redemption, 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 action and the costs of sale;

Second: To the payment of the amount found due the plaintiff upon the complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the 12th day of June, 1934, at the rate of eight per centum per annum, to date of sale;

Third: The overplus, if any, the Sheriff is ordered to pay into Court for the use and benefit of the party to whom it rightfully belongs, as the court shall determine.

And the matter of the appointment of a receiver in this action is continued until after the sale.

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 further proceedings herein are continued.

CORNELIUS KING)
VS) # 13651 Judgt. vs Pltf. for Costs.
WILLIAM P. JUNGCLAUS) J. D. 16, Page 214.
COMPANY, ET AL.)

It appearing to the Court that this cause has been set for trial and the plaintiff failing to appear, the same 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, Cornelius King, 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, June 13th, 1934.

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

JOE L. SANDERS)
VS) # 14172
THE MERCER CASUALTY CO.,)
A CORP.)

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 hereby dismissed.

STATE OF INDIANA)
VS) # 7475
CHARLES E. CLAY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles E. Clay, 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.

STATE EX REL LUTHER SYMONS)
VS) # 13802
PITTSBORO STATE BANK) _E_N_T_R_Y_

Comes now the receiver of the Pittsboro State Bank and files his verified report of the sale of certain real estate described in said report and hereinafter described, which report is in the words and figures as follows, to-wit: (H.I.)

And the court further finds that according to said report this receiver sold said real estate for the sum of $1500.00 cash, subject to all liens and encumberances except the taxes due and payable prior to the year of 1934 and subject also to the interest on the mortgage of the Prudential Insurance Company after the 2nd day of October, 1933.

And the court further finds that the order of sale heretofore made provided that said real estate should be sold subject to all liens and encumberances including all the unpaid interest on the mortgage to the Prudential Insurance Company. The court further finds that said receiver has reported this sale with the request that the order of sale heretofore made be modified and that said receiver be permitted to sell said real estate for the sum of $1500.00 cash, subject to all liens and encumberances except the taxes due and payable prior to the year of 1934 and subject to the interest on the mortgage of the Prudential Insurance Company after the 2nd day of October, 1933.

And the court being further advised in the premises finds that it is to the best interest of said trust that the order of sale heretofore made in this cause for the real estate described in said report and hereinafter described should be modified according to the request made in the report of sale of said real estate.

It is, therefore, ordered, adjudged and decreed by the court that the order for the sale of real estate hereinafter described be, and the same is, here-

by modified and that said receiver be, and he is hereby, authorized to accept the sum of $1500.00 in cash subject to all liens and encumberances except the taxes due and payable prior to the year of 1934 and subject to the interest on the mortgage to the Prudential Insurance Company due and payable after the 2nd day of October, 1933.

It is further ordered, adjudged and decreed that with the foregoing modification the report of sale of the receiver herein be, and the same is, hereby approved and confirmed and said receiver is now authorized and directed to execute his deed to the purchaser, Virgil W. Potts, for the following described real estate located in Hendricks County, State of Indiana, to-wit:

The West half of the Southwest quarter of Section 5, Township 16 North of Range 1 East, estimated to contain 80 acres more or less. Also a part of the Southwest quarter of the Northwest quarter of Section 5, Township 16 North of Range 1 East, bounded as follows, to-wit:-Beginning at a point on the North line of said quarter quarter which is 35 rods and 8 links East of the Northwest corner thereof and running thence East on said line 39 rods and 17 links and to a point which is 5 rods West of the Northeast Corner thereof; thence South 45 rods to the center of the Indianapolis and Crawfordsville Road; thence Southeast along the center of said road to the East line of said quarter quarter; thence South on said East line 32 rods to the Southeast corner of the said quarter quarter; thence West on the South line of the said quarter quarter 80 rods to the Southwest corner thereof; thence North on the West line of said quarter quarter to a point which is 20½ rods South of the center of the Indianapolis and Crawfordsville road; thence East 8 rods; thence North parallel with the Section line to the center of said road; thence Southeast along the center of said road to a point which is directly South of the beginning point; thence North 23 rods and 7 links to the place of beginning.

And now said receiver brings into open court his deed to said real estate together with the purchase price therefor in cash and said deed is now approved in open court by the endorsement of the following words thereon: "Examined and approved in open court this 13th day of June, 1934. A. J. Stevenson, Judge of Hendricks Circuit Court."

And now said deed is ordered delivered to said purchaser.

FRED G. McHARGUE, ET AL.)
VS) # 13678 Judgt. vs Pltfs. for Costs.
MARION S. BLACK, ET AL.) J. D. 16, Page 214.

It appearing to the Court that this cause has been set for trial and the plaintiffs failing to appear, the same is now dismissed for want of prosecution 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 for want of prosecution, and the plaintiffs, Fred G. McHargue and Idella F. McHargue, are 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 14th, 1934.

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

WILLIAM E. BURKHART, ETC.)
VS) # 13696 Judgt. vs Pltf. for Costs.
RAYMOND W. EGGERS.) J. D. 16, Page 214.

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 E. Burkhart, doing business as The W. E. Burkhart & Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7480
EVERT McKEE)

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 defendant in open Court now waives arraignment and enters a plea of not guilty.

And the Court fixes the defendant's bond at $200.00.

IN THE MATTER OF THE APPEAL)
OF SAM PORTER, FROM THE AC-)
TION OF THE BOARD OF COUNTY)
COMMISSIONERS ON OLD AGE) # 14253 Judgt. vs Pltf. for Costs.
PENSION GRANTED FEBRUARY) J. D. 16, Page 215.
10th, 1934.)

Come now again the parties, by counsel, and the Court having seen and examined the plaintiff's motion to strike out and defendant's motion to dismiss the appeal, and being duly advised in their premises, now overules the plaintiff's motion to strike out, and sustains the defendant's motion to dismiss the appeal.

It is, therefore, considered, ordered and adjudged by the Court that the appeal of the plaintiff be, and the same is hereby dismissed, to which rulings of the Court, the plaintiff duly objects and excepts.

It is, further ordered and adjudged by the Court that the plaintiff, Sam Porter, pay the costs of this action, taxed at _____dollars and_____ cents.

LUTHER J. TRUSLER, Plaintiff.
VS.
ROBERT L. WORRELL, Known also as ROBERT L. WORRELL Jr. Defendant.

13950
D E C R E E. Judgt. vs Pltf. for Costs.
J. D. 16, Page 215.

Comes now Harney F. Semones, herein and withdraws his appears for the defendant.

Comes now the plaintiff in the above entitled cause of ac-

tion, in person and by counsel, and it appearing to the satisfaction of the Court by the Sheriff's return to the summons issued in this cause, which summons and the return of the Sheriff endorsed thereon are in the words and figures following, to-wit: (Here Insert) that the said defendant has been duly served with process more than ten days before the 8th day of May, 1933, that being the date endorsed upon plaintiff's complaint as the return day of summons thereon. And now the said defendant, Robert L. Worrell known also as Robert L. Worrell, Jr., being three times loudly called in open Court and comes not and fails to appear, and herein wholly makes default, and this cause is submitted to the Court for trial upon the default of the said defendant.

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 entitled to the real estate described in the plaintiff's complaint, and that he has the legal estate therein and is the owner in fee simple thereof; and the Court further finds that the defendant claims an interest in said real estate adverse to the plaintiff's right, title and interest; that the said defendant has no interest or estate in said real estate, and that the claim of said defendant is without right and unfounded, and the Court finds that the said plaintiff is entitled to have his title to the said real estate described in his complaint quieted and forever set at rest.

IT IS THEREFORE, CONSIDERED, ADJUDGED AND DECREED by the Court that the plaintiff is the owner in fee simple and entitled to the possession of the real estate described in the complaint herein, situated in the County of Hendricks, and State of Indiana, and described as follows, to-wit:

All that part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 16 North, Range 1 East, lying North of the I. D. & W. Railroad, also the East Half of the Southwest Quarter of the Southwest Quarter of said Section, also parts of the West Half of the Southwest Quarter of the Southwest Quarter of said Section described in three tracts as follows:

Commencing 22 rods and 13 feet North of the center of the South line of the Southwest Quarter of the Southwest Quarter of Section 16, Township 16 North of Range 1 East, thence North 22 rods and 4 feet; thence West 4 rods, thence South 22 rods and 4 feet, thence East to the place of beginning; also

A part of the Southwest Quarter of Section 16, Township 16 North of Range 1 East and bounded as follows, to-wit: Beginning at a point 9 chains and 98 links East of the West corner of said Quarter and running thence South 8 chains and 91 links, thence West 1 chain; thence North 8 chains and 91 links to the North line of said Quarter; thence East 1 chain to the place of beginning. Estimated to contain 89/100 acres more or less: also

A part of the Southwest Quarter of the Southwest Quarter of Section 16, Township 16 North of Range 1 East as follows: Beginning at a point 5 chains and 56¾ links South of a point on the Quarter Section line 7 chains and 26 links East of the Northwest corner of said Quarter Quarter and running thence South 8 chains and 48 links to the North line of the right of way of the Cincinnati, Hamilton and Dayton Railway Company, thence East by South with bearing of said railroad line 1 chain and 78½ links, thence North 8 chains and 94¼ links, thence West 1 chain and 72 links to the place of beginning, and containing 1½ acres more or less; also

A part of the East Half of the Northwest Quarter of Section 21, Township 16 North, of Range 1 East, bounded and described as follows: Beginning at the Northeast corner of said Half Quarter Section; thence South 13 rods and 11 feet to the line of the I. D. & S. Ry.; thence in a Northwesterly course along the line of said railway 48 rods 8 feet and 4 inches; thence East 46 rods 15 feet and 6 inches to the place of beginning, estimated to contain 2 1/25 acres, be the same more or less; also

An easement over and across a strip of land 20 feet wide adjoining the North line of the right of way of the Cincinnati, Hamilton and Dayton Railroad Company and extending from the parcel of land conveyed by deed attached West to the line between Sections 16 and 17, Township 16, Range 1 East, to be used as a roadway. Said description being the same description as set out in a Deed Recorded October 31st, 1905, in Deed Record 98 at Page 155 of the records in the County Recorder's Office of Hendricks County, Indiana. Provided always said grantee and his assigns shall grade, gravel and keep in proper repair said roadway.

That the claim or claims of said defendant in and to said described real estate is without right and unfounded and that the said defendant herein has no right, title or interest in or to said real estate and that the plaintiff's title to said real estate be, and the same

is hereby, quieted and forever set at rest as against the defendant herein, and all persons claiming from, under or through him.

It is further considered and adjudged that plaintiff pay the costs and charges in this cause.

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 15th, 1934,

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

PLEASANT A. HACKLEMAN)
VS) # 13727 Judgt. vs Pltf. for Costs.
GEORGE PERRY) J. D. 16, Page 215.
HENRY PERRY)

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, Pleasant A. Hackleman, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

ANNA PLATT)
VS) # 14246 Judgt. vs Pltf. for Costs.
LEO COHEN) J. D. 16, Page 215.

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, Anna Platt,is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Come now the parties, by counsel, and this cause is presented to the Court on petition.

And the Court having heard a part of the evidence,this cause is continued.

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 16th, 1934.

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA.)
VS) # 14029
ROBERT W. THOMPSON, ET AL.)

Comes now Claude W. Gladden, Receiver, herein, and files his bond as such, 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 said receiver is ordered to proceed with duties as such.

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 18th, 1934,

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Come now again the parties, in person and by counsel, and the plaintiff asks permission to file answer and cross-petition. And the Court being duly advised, now grants said permission. The plaintiff now files answer and cross-petition, which answer and cross-petition are in the words and figures following, to-wit: (H.I.).

And the Court having heard all the evidence in this cause, now finds for the petitioner, on his petition and against the plaintiff in this cause and cross-petitioner.

It is now ordered by the Court that the original order as to the custody of the infant child, Wayne Osborn, be and the same is hereby granted to the father, Roland C. Osborn.

It is, therefore, adjudged and decreed by the Court that the original order as to the custody of the infant child, Wayne Osborn, be and the same is hereby granted to the father, Roland C. Osborn.

STATE OF INDIANA)
VS) # 7481
TOM ROACH)

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 said defendant, Tom Roach is remanded in Jail.

STATE OF INDIANA)
VS) # 7480
EVERT McKEE)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, 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: Everett Stanley, Lee Greenlee, Russell Marsh, Charles G. Miles, Ray Briner, Gilbert Bryant, Fred Parker, Ben Scott, Irvin Burns, Victor Euliss, John Lopossa and Cyrus Stanley, 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 at the close of the case and after the argument of counsel, the Court instructs the jury in writing, giving of its own motion instructions numbered from one to _____inclusive.

And now all instructions given by the Court of its own motion together

with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

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

And now the jury is again brought into Court and returns a verdict for the defendant, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER
EVERETT MCKEE)

We, the jury, find the defendant not guilty.

Victor Euliss
FOREMAN

And now the jury is discharged and the defendant, Every McKee is released from custody and bond.

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 19th, 1934.

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

IDA PRESSBURG)
VS) # 14258
THE PURE OIL CO.)

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.

GOLDIE HOUSE)
VS) # 14170 Judgt. vs Pltf. for Costs.
WILLIAM TUTTLE) J. D. 16, Page 216.
MARK MARGOLIS)

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 Courtthat this cause be and the same is hereby dismissed, and the plaintiff, Goldie House, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA, EX REL)
LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA) ORDER AUTHORIZING AND DIRECTING RECEIVER
VS.)# 12421 TO SELL CERTAIN PERSONAL PROPERTY FOR
CITIZENS STATE BANK) LESS THAN THE APPRAISED VALUE THEREOF.
PLAINFIELD, INDIANA)

Comes now, Horace L. Hanna, Receiver, Citizens State Bank, Plainfield, Indiana, and files his duly verified petition asking for an order to sell 20 feet counter and grill, oak, to the town of Plainfield, Indiana, for the sum of $25.00 and which petition is in the following words and figures, to-wit: (Here Insert), and the court upon examining said petition and b eing duly advised, finds that the allegations therein are true and that in the interests of said Receivership said sale should be made as in said petition set forth.

It is therefore, now ordered by the court that Horace L. Hanna, Receiver, Citizens State Bank, Plainfield, Indiana, sell 20 feet counter and grill, oak to the town of Plainfield, Indiana, for the sum of $25.00 cash, and make report of the receipt of said sum in his final report to this court.

BLANCHE B. BROWN)
VS.) # 14144 ORDER APPROVING COMMISSIONER'S
KENNETH HURST,) REPORT OF SALE.
VIRGINIA HURST SIMMONS,)
REX SMITH, RAY SMITH,)
AND DOROTHY SMITH SEARS.)

Comes now the parties and comes also William McAninch, the Commissioner heretofore appointed, and files report of the sale of the real estate in this proceeding ordered sold, which report reads as follows: H.I. from which it appears, and the Court so finds, that after giving notice of the sale of said real estate as required by the order of this Court, authorizing such sale, said Commissioner sold the same at private sale to Raleigh Greenlee and Fern Greenlee, his wife, for the sum of $1150.00, that being the highest and best bid received and more than the full appraised value thereof; that said purchasers paid the entire purchase price in cash in accordance with the terms of said sale which said Commissioner now brings into Court. And the Court being sufficiently advised in the premises now in all things approves said report and ratifies and confirms said sale; and said Commissioner is ordered to execute to said purchasers a deed for said real estate. And now said Commissioner reports such deed and the same being examined is approved by said Court and delivered to said purchasers. And the Court, upon proof heard, now allows said Commissioner for his services One Hundred Dollars and allows A. J. Kahl, as plaintiff counsel, One Hundred Dollars and orders the same taxed and paid as a part of the costs of this proceeding. The Court further orders the Commissioner to have the abstract of title to said real estate brought down to date and delivered to the purchasers and tax the cost thereof as a part of the cost of this proceeding. The Court further orders and directs said Commissioner after payment of all proper costs and allowances to distribute, without delay, the cash proceeds of such sale, among the parties hereto in proportion to their respective interest therein as heretofore found and determined by this Court. And upon such distribution being made said Commissioner is required to make due report thereof to this Court and file therewith proper vouchers in evidence of such payments.

And this cause is continued for report of said Commissioner.

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 20th, 1934.

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, Fidelity & Casualty Company of New York, by counsel, and files demurrer to second amended complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

Chase Harding, Special Judge.

ALEX TONI, ALIAS)
JIM CHARLEY)
VS) # 14215
KINGAN & COMPANY)

Comes now the defendant, by counsel, and files fifth and sixth paragraphs of answer, which fifth and sixth paragraphs of answer is in the words and figures following, to-wit: (H.I.). And now the plaintiff comes, by counsel, and files reply to fifth and sixth paragraphs of answer, which reply is in the words and figures following, to-wit: (H.I.).

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: Fred Parker, John Lopossa, Ben Scott, Irvin Burns, Gilbert Bryant, Cyrus Stanley, Ray Briner, Charles G. Miles, Russell Marsh, Harry Morrison, Earl Duncan and Floyd Parker, 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 cause, the plaintiff files a written motion to withdraw case from the jury and continue same on grounds of surprise and to get time to amend complaint, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, now sustains the same, to which ruling of the Court the defendant duly objects and excepts.

And now the jury is discharged and this cause is continued at the cost of the plaintiff.

WALTER THOMPSON, ET AL.)
VS) # 14269
E. F. ALEXANDER, ET AL.)

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

Courtland C. Gillen
Courtland C. Gillen, 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, June 21st, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13857
ARLANDO C. UNDERWOOD, ET UX.)

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.

GEORGE V. VAUGHAN)
VS) # 13870
PAULINA STEVENSON, ET AL.)

Comes now the plaintiff, by counsel, and upon his motion this cuase 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 DEERE PLOW COMPANY)
OF INDIANAPOLIS, INC.)
VS) # 14143
SETH T. HADLEY.)

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before June 30th, 1934.

JOHN LOWE)
VS) # 14186
LILLIAN LINDLEY)

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 G. HADLEY)
VS) # 14308 E N T R Y Judgt. vs Deft. for $250.00 and Costs.
ALBERT KALO) J. D. 16, Page 216.

Comes now the plaintiff in the above entitled cause of action, and the defendant being called in open Court and failing to appear, and the record showing to the satisfaction of the Court that the defendant herein had been served with a Summons, and that the return date therein had expired.

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 of a life' estate and is entitled to possession of the real estate described in the complaint; that the defendant unlawfully holds possession thereof, and that the plaintiff has been damaged in the sum of $250.00.

It is therefore, considered and adjudged by the Court that the plaintiff is the owner of a life estate described in the complaint, to wit:

Part of the North East one quarter, Sec. 10, Township 15, North of Range 1 W

Part of the North West one quarter, Sec 10, Township 15, North of Range 1 W, containing 3.50 acres more or less

And that he the plaintiff recover of the defendant the possession thereof, to gether with all buildinds thereon.

It is further considered and adjudged that the plaintiff recover of the defendant the sum of $250.00 in damages, to-gether with his cost and charges in this cause laid out and expended.

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

A. J. Stevenson, Judge.

Friday Morning, June 22nd, 1934.

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

FRANK DALY, ET AL.)
VS) # 13098 Judgt. vs Pltfs. for Costs.
EDWARD P. SHOWERS, ET AL.) J. D. 16, Page 217.

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

It is, therefore, adjudged and decreed by the Court that the plaintiffs nor either of them take nothing under this action, and that the defendants recover their costs of this action, taxed at _____dollars and _____ cents.

And now each of the plaintiffs pray an appeal to the Appellate Court of Indiana, and the Court being sufficiently advised, now grants said appeal.

STATE OF INDIANA)
SS:
HENDRICKS COUNTY.)

IN THE HENDRICKS CIRCUIT COURT.

FRANK DALY, ET AL,)
v.) No. 13098 .
EDWARD S. SHOWERS, ET AL.)

PRAECIPE.

The Clerk of the Hendricks Circuit Court is hereby directed to prepare and certify for appeal to the Appellate Court of Indiana,a full, true and complete transcript of the entire record containing all of the proceedings had in the above entitled cause, including the final judgment thereof, except in preparing and certifying said record, said Clerk shall not copy the summonses or the returns of the Sheriff thereon, (the defendants having appeared,) neither shall the Clerk copy or certify any of the pleadings first filed where there was an amended pleading of the same matter subsequently filed embracing all of the pleadings first filed, but shall certify such amended pleading only and shall copy and certify the last amended complaint upon which the cause was submitted for trial, all proceedings had thereon and thereafter, except that the Clerk shall not copy the instructions as filed with the Clerk on the trial of said cause, but shall copy and certify the plaintiffs' Bill of Exceptions No. One containing the instructions filed in said cause.

Kane Blain & Hollowell ,
Otis E. Gulley ,
Attorneys for PLAINTIFFS.

STATE OF INDIANA, ON THE RELATION)
OF LUTHER F. SYMONS, BANK COM-)
MISSIONER OF INDIANA.)
VS) # 13635
HUNTER BANK)

Come now the parties, by counsel, and the receiver files answer in general denial to the petition of Dr. Thomas G. Smith for the allowance of his

claim as preferred.

And the Court having heard all of the evidence in this cause, the same is now taken under advisement.

AMY NELL McHAFFIE) Judgt. vs Deft. for $25.00 Attorney's
VS) # 14205---Divorce Decree. Fees, $5.00 per week and Costs.
ROBERT McHAFFIE) J. D. 16, Page 216.

Comes now the above named plaintiffs, Amy Nell McHaffie, in person and by counsel, and comes also the defendant by counsel, and files answer to complaint, which answer is in the words and figures following, to-wit: (H.I.), and it appearing to the satisfaction of the court that the defendant, Robert M. McHaffie, has been duly notified of the filing and pendency of the above entitled cause of action, and of the time and place of the hearing thereof, as the same is shown by the writ of summons issued to the sheriff of Marion County, Indiana, for the defendant and the return of said sheriff endorsed on said writ, which writ of summons and the return of said sheriff are in the following words and figures, to wit: (H.I.).

And it also appears to the satisfaction of the court that more than sixty days have elapsed since the said defendant was served with said writ of summons as the same is shown by the said return thereon the court does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now this cause is submitted to the court and the court, having heard the evidence submitted by the plaintiff in support of the allegations contained in her complaint, and being duly advised and informed in the premises finds that the plaintiff is entitled to a divorce from the defendant for the reasons and upon the grounds alleged in her complaint; that she is also entitled to have the care and custody of the minor children named in the complaint and hereinafter named; that she is entitled to an order against the defendant for the payment of a reasonable sum for the support of said children; that she is also entitled to an order requiring the defendant to pay a reasonable sum for plaintiff's attorney in this action, and that she is entitled to all general and proper relief in the premises.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant in this action be and they are hereby set aside and are held for naught; and it is adjudged by the court that the plaintiff be and she is hereby granted an absolute divorce from the defendant.

It is also adjudged by the court that the plaintiff have the care and custody of the minor children, as follows: Robert McHaffie, Jr., 17 years of age; Maurice McHaffie, 15 years of age; Andrew McHaffie, 7 years of age; Patricia McHaffie, 2 years of age; all until the further order of the court.

And the court orders and adjudged that the defendant, Robert M. McHaffie shall pay into the hands of the Clerk of the Hendricks Circuit Court the sum of Five ($5.00) Dollars each week for the support of said above named children; and the court orders that said defendant shall pay into said Clerk's Office the sum of $5.00 on the 30th day of June, 1934, and a like sum each and every week thereafter until the further order of the court for the support of said above named children.

And said Clerk is directed to pay said sums to the plaintiff for the support of said children.

And the court orders and adjudges that the defendant pay into the Clerks

Office of the Hendricks Circuit Court the sum of $25.00 for the plaintiffs attorneys in this action, and that he pay said sum within 60 days from this date.

It is adjudged that the defendant 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, June 23rd, 1934.

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

FRANK BARTLETT)
VS) # 13976
ARCHIE D. WIXSON, ET AL.)

Come now the defendants, Archie D. Wixson and Minnie L. Wixson, by counsel, and file motion for change of venue from the county, which motion is in the words and figures following, to-wit: (H.I.).

WILLIAM E. BRATTON)
VS) # 14061 Judgt. vs Pltf. for Costs.
JOSEPH E. LYNCH, ET AL.) J. D. 16, Page 213.

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 E. Bratton, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ALEX TONI, ALIAS)
JIM CHARLEY)
VS) # 14215
KINGAN & COMPANY)

Comes now the plaintiff, by counsel, and files petition for an order for production of books and papers, which petition is in the words and figures following, to-wit: (H.I.).

RALPH BUIS)
VS) # 14288 Judgt. vs Pltf. for Costs.
JOSEPH E. LYNCH, ET AL.) J. D. 16, Page 218.

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, Ralph Buis, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

NELLIE BATTON,) Judgt. vs Deft. for $30.00 Atty. Fee., $3.00 per week
Plaintiff.) and Costs.
VS.) # 14264 - Divorce Decree. J. D. 16, Page 218.
JOHN BATTON,)
Defendant.)

Comes now the above named plaintiff in her own proper person and by counsel, and it appearing to the satisfaction of the court that the above named de-

fendant has been duly notified of the filing and pendency of this action for more than ten days before the return day fixed by endorsement on the plaintiff's complaint herein, as the same is shown by the writ of summons issued herein to the Sheriff of Marion County, Indiana, for said defendant, and the return of said Sheriff endorsed on said writ of summons, which summons and the return of said sheriff 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 (60) days have elapsed since the service of said writ of summons on 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 before the court 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 motion of the plaintiff this cause being at issue on the complaint and default of the defendant, is submitted to the court. And the court, having heard the evidence adduced by the plaintiff in support of the allegations in her complaint contained, and being fully advised and informed in the premises, does now find for the plaintiff that the allegations in her complaint contained are true and that she is entitled to a divorce from the defendant upon the grounds and for the reasons set forth in her complaint; the court further finds that the plaintiff is entitled to the care and custody of the minor child, Suganne Batton, aged twenty two months, and that she is entitled to an order requiring the defendant to pay a reasonable sum of money for the support of said minor child; that court further finds that the plaintiff is entitled to an order requiring the defendant to pay a reasonable sum for plaintiff's attorneys' fees in this action and that she is entitled to recover from the defendant the costs of this action.

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

It is further ordered and adjudged by the court that the plaintiff be and she is hereby granted the custody of the minor child, hereinabove named, and the defendant is hereby ordered by the court to pay into the hands of the Clerk of the Hendricks Circuit Court the sum of Three ($3.00) Dollars per week for the support of said child; that the sum of $3.00 is hereby ordered to be paid on or before the 30th day of June, 1934, and a like sum each and every week thereafter is hereby ordered paid by said defendant until the further order of the court; and said Clerk is hereby directed to pay said moneys to the above named plaintiff.

It is further ordered by the Court that the said defendant, John Batton, shall pay into the hands of said Clerk the sum of $30.00 for the plaintiff's attorneys in this cause of action, and that said sum shall be paid within thirty (30) days from this 23rd day of June, 1934.

And it is adjudged by the court that the defendant pay the costs of this action taxed at _____dollars and _____cents.

CENA YORK) # 14136
VS) _D_E_C_R_E_E_ Judgt. vs Deft. for Costs.
RAYMOND GLENN YORK) J. D. 16, Page 220.

Comes now again the parties in the above entitled cause and the defendant herein dismisses his cross-complaint against the plaintiff.

And now this cause being at issue upon the plaintiff's complaint, and the general denial of the defendant, 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 in the premises finds that the allegations of the plaintiff's complaint are true, and that plaintiff is entitled to a divorce from the defendant.

The court further finds from the evidence in this case that there has been an agreement between the parties hereto, concerning the custody of the children, to-wit: Richard Glenn age 15 and Betty Virginia age 11. The court further finds that said agreement should be by the court approved until the further order of this court, and that the custody of said children should be given to the defendant, Raymond Glenn York with the provision that the plaintiff shall have Betty Virginia in her possession at least one-half of the time, provided that said possession shall not interfer with the school work of said child, and that the plaintiff should have a right to have Richard Glenn York visit her and she to visit him at all reasonable times.

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

It is further ordered, adjudged and decreed that until the further order of this court the custody of Richard Glenn York and Betty Virginia York shall hereby be given to Raymond Glenn York, with the provision that the plaintiff herein shall have the right to have Betty Virginia York to stay with her at least one-half of the time provided she has comfortable quarters in which to keep said child, except that said possession at no time shall interfer with the school work of said child.

It is further ordered that said plaintiff shall have the right to her child, Richard Glenn York, to visit her and she to visit him at any and all reasonable times.

It is further ordered, adjudged and decreed by the court that the defendant 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, June 25th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GEORGE V. VAUGHAN)
VS) # 13858
RALEIGH McCOUN)

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 hereby dismissed.

ALEX LIEBER)
VS) # 13919
VERN DEMAREE, ET AL.)

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 hereby dismissed.

HARNEY F. SEMONES,)
RECEIVER, ETC.)
VS) # 14177
T. C. SMOCK, ETC.)

Comes now the plaintiff, by counsel, and files amended complaint and also second paragraph of complaint, which amended complaint and second paragraph of complaint are in the words and figures following, to-wit: (H.I.).

INEZ HAZEL GRAY)
VS) # 14231
ERNEST A. GRAY)

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.).

HARVEY GARSHWILER)
VS) # 14276
INDEPENDENT BEVERAGE)
COMPANY, INC., ET AL.)

Come now the parties, in person and by counsel, and this cause being at issue, the sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury service, to-wit: Fred Parker, John Loposso, Ben Scott, Ned Herrington, Gilbert Bryant, Cyrus Stanley, Ray Briner, Charles Miles, Russell Marsh, Everett Stanley, Harry Morrison and Charles Fleece, 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.

Evidence is heard and concluded and at the close of said evidence, the defendant, Independent Beverage Company, Inc., files motion to direct verdict for defendant. And the Court having seen and examined said motion and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant, Independent Beverage Company, Inc., duly objects and excepts.

And now arguments are waived.

The Court now instructs the jury in writing, giving of its own motion instructions numbered one to fourteen inclusive, to the giving of each one of which the plaintiff and each defendant separately and severally objects and excepts.

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

And now all of the instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

The jury is again conducted to the Court and returns a verdict for the plaintiff and assess his damages in the sum of $4000.00 against the defendants, which verdict is in the words and figures following, to-wit:

HARVEY GARSHWILER)
VS)
INDEPENDENT BEVERAGE CO. INC.)
WENDELL ODELL)

WE, the jury, find for the plaintiff and against the defendants, Indempendent Beverage Company, Inc., and Wendell Odell, and assess his damages in the sum of $ Four Thousand Dollars.

Benj Scott
FOREMAN

And now the jury is discharged from further duties in this cause.

STATE OF INDIANA)
VS) # 7447
CARL JONES)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Carl Jones, in person, and it appearing to the Court that the said defendant has violated the terms and conditions under which he was released, the said defendant is now ordered remanded to jail until further order of the Court.

EVA KESLER)
VS) E N T R Y
MURRAY MORRIS, ADMINISTRATOR) # 13621
OF THE ESTATE OF HENRY COX,)
DECEASED.)

Comes now the defendant, in the above entitled cause, and presents to the court his Bill of Exceptions on the 25th day of June, 1934, containing the evidence and the rulings relating thereto made in the cause of the trial, and prays the court that the same be examined, signed and sealed by the Judge in open court and

made a part of the record herein.

And the court having examined said Bill of Exceptions containing the evidence finds that said Bill of Exceptions is tendered to the court within the time fixed for the filing of said Bill of Exceptions and that said Bill of Exceptions contains all of the evidence and rulings relating thereto made in the corse of the trial of said cause, and that the same should be signed and filed as a part of the record herein.

It is, therefore, ordered and adjudged by the court that the defendant's Bill of Exceptions containing all of the evidence in this cause be, and the same is, hereby signed, sealed and made a part of the record in this cause which was accordingly done on this the 25th day of June, 1934, and which Bill of Exceptions containing the evidence in this cause and which is a long hand transcript of the evidence taken by the Reporter in said cause is in the words and figures as follows: (here the Clerk will insert the original Bill of Exceptions containing the evidence, together with the rulings relating thereto made in the course of the trial.)

RULE TO SHOW CAUSE

STATE OF INDIANA, COUNTY OF HENDRICKS
IN THE HENDRICKS CIRCUIT COURT

Ethyl L. Osborn
vs
Roland C. Osborn

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, having filed this day in this Court his verified information concerning the contempt of this Court of Ethyl L. Osborn, which is as follows:

INFORMATION OF INDIRECT CONTEMPT OF COURT

State of Indiana, County of Hendricks
In the Hendricks Circuit, Court

Ethyl L. Osborn
vs
Roland C. Osborn

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, being first duly sworn upon his oath says and informs this Court, that on the 13th day of June 1934, the Honorable Judge of the Hendricks Circuit heard the evidence on a petition filed in the above entitled cause of action, which petition was for the care and custody of Wayne Osborn, and for the enforsement of the order made by the Court in said cause when said divorce was granted; That said Court had full and complete jurisdiction over the issues and the parties to said suit and was in session.

That on the 13th day of June 1934 the Court rendered his final decree on said petition for the said Wayne Osborn, thereby granting the care and custody of Wayne Osborn to his father Roland C. Osborn.

This affiath further says and informs this Honorable Court, that said Ethyl L. Osborn, Mother of Wayne Osborn has not complied with said order; That the father Roland C. Osborn has called at the home of Ethyl L. Osborn, and that she is not there; Affianth further says that the Attorney for Ethyl L. Osborn says that Mrs. Osborn has taken said child Wayne Osborn and left this State, and that as a result there of Roland C. Osborn can not get the care and custody of his son, as ordered by the Court.

John A. Kendall, Pros. Atty

Subscribed and sworn to before me this 25 day of June 1934
Frank Tucker
Clerk

It is therefore ordered by this Court that the said Ethyl L. Osborn be and appear in this Court on the 30th day of June 1934 at 9:30 A. M. to show cause, if any why she should not be attached and punished for contempt of 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, June 26th, 1934.

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

KATHERYN L. MURPHY)
VS) # 14270
DENNIS H. MURPHY)

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.).

FRED G. SHIRLEY)
WALTER M. HODSON)
VS) # 14310
THE FIRST NATIONAL BANK)
OF AMO, INDIANA,)
W. BENTON NEWLIN, LIQUIDATING)
AGENT, ETC.)

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.).

STATE OF INDIANA)
VS) # 7444 Judgt. vs Deft. for $25.00 and Costs.
CARL JONES) J. D. 16, Page 218.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in his own proper person, and the Court being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant 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 Penal Farm for a period of ninety days, and that he pay the costs of this action, taxed at _____dollars and _____ cents, or stand committed until the same is staid or paid.

STATE OF INDIANA)
VS) # 7481 Judgt. vs Deft. for $25.00 Fine and Costs.
TOM ROACH) J. D. 16, Page 219.

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 Court being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Tom Roach, for the offense by him committed be and he is fined in the sum of $25.00, and that the 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, June 27th, 1934.

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

ETHEL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Comes now the plaintiff, by counsel, and presents and asks permission to file motion for a new trial. And the Court being sufficiently advised, now denies the plaintiff permission to file motion until contempt proceeding is disposed of, to which ruling of the Court the plaintiff duly excepts.

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

WILLIAM MATKINS, ADMIN-)
ISTRATOR, ETC.)
VS) # 14124
PENNSYLVANIA RAILROAD)
COMPANY, ET AL.)

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.

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA)
VS) # 14257
TILLMAN H. STANLEY, ET AL.)

Come now the parties, by counsel, and the Court now releases the receiver heretofore appointed. And the Court now grants permission to withdraw the receiver's bond from the files.

LUCIA C. WOLF)
VS) # 14263
GEORGE E. WOLF)

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

STATE OF INDIANA)
VS) # 7484 Judgt. vs Deft. for $4.00 per Week.
LAWRENCE McLAURIN) J. D. 16, Page 219.

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 now with the consent of the defendant, Lawrence McLaurin, the said defendant is now ordered to pay to the Clerk of this Court for the support of his

minor children, the sum of $4.00 per week, the same to be paid on the 30th day of June, 1934, and a like sum each week thereafter until further order of the Court.

And the defendant, Lawrence McLaurin, is now released on his own recognizance pending further order.

ANNA B. LANGTON)
VS) # 13,998. Judgt. vs Deft. for $304.47 and Costs.
MARGARET E. CHARMAN) J. D. 16, Page 219.

Come now on Wednesday, the 27th day of June, 1934, which is the 45th judicial day of the May Term, 1934, of the Hendricks Circuit Court, the plaintiff, Anna B. Langton, in person, and by Charles V. Sears, her attorney, and the defendant, Margaret E. Charman, by McFaddin & McFaddin, her attorneys, and it is shown to the court that heretofore on the 21st day of June, 1933, the plaintiff, Anna B. Langton, filed in the office of the Clerk of the Hendricks Circuit Court her complaint herein on a certain note and for the foreclosure of a certain mortgage, which said complaint is in the words and figures following: (Here insert).

And it is further shown to the court that at the time of filing said complaint by endorsement thereon plaintiff fixed_____, the 1st day of July, 1933, which was the 54th judicial day of the May Term, 1933, of the Hendricks Circuit Court, for the defendant to appear and answer or demur to said complaint and asked that the Clerk of said court issue process accordingly, which said endorsement is in the words and figures following: (Here insert).

That on said 21st day of June, 1933, plaintiff caused a summons to be issued in this cause under the hand of the Clerk and the seal of said court directed to the Sheriff of Hendricks County, Indiana, commanding him to summon the defendant, Margaret E. Charman, to appear in the Hendricks Circuit Court at the court house in Danville, Indiana, on the 1st day of July, 1933, then and there to answer plaintiff's complaint herein and delivered said summons to said Sheriff of Hendricks County, Indiana, for service; and that on the 21st day of June, 1933, said Sheriff served said summons as commanded and made due return of said service by endorsement on said summons, which said summons and said endorsed return of said Sheriff thereon are in the words and figures following: (Here insert)

And now on Wednesday, the 27th day of June, 1934, which is the 45th judicial day of the May Term, 1934, of the Hendricks Circuit Court, the court having examined said complaint, said endorsement, said summons and said return of said Sheriff endorsed thereon, finds and adjudges that due and legal summons, process and notice has been duly had, made and served upon the defendant herein, Margaret E. Charman, more than ten (10) days prior to_____, the 1st day of July, 1933, which was the 54th judicial day of the May Term, 1933, of this court, the day fixed by plaintiff's said endorsement on said complaint at the time of filing same.

And now the defendant, Margaret E. Charman, files answer of general denial to plaintiff's complaint herein, which said answer of general denial is in the words and figures following: (Here insert).

And now by agreement of parties this cause is assigned for trial for this day and is submitted to the court for trial upon the issues tendered by plaintiff's complaint and defendant's said answer thereto, without the intervention of a jury, a jury being expressly waived; and the court having heard the evidence and being sufficiently

advised in the premises finds for the plaintiff and against the defendant that the allegations of plaintiff's complaint are true; that there is due and owing plaintiff, Anna B. Langton, from the defendant, Margaret E. Charman, on the note sued upon in plaintiff's complaint the sum of two hundred seventy-six dollars and seventy cents ($276.70) principal and interest, and the further sum of twenty-seven dollars and sixty-seven cents ($27.67) attorneys' fees, a total sum of three hundred four dollars and thirty-seven cents ($304.37), and all costs herein laid out, expended and taxed at $_____; that plaintiff should have and recover such sum of and from said defendant, all without any relief whatever from valuation and appraisement laws of the State of Indiana, and that such debt should bear interest at the rate of eight (8) per cent per annum from this date until the same is paid.

And the court further finds that on the 20th day of October, 1932, the defendant, Margaret E. Charman, a widow, was the owner in fee simple of the following described real estate in Hendricks County, in the State of Indiana, to-wit:

Lot No. Eight (8) in Block No. One (1) in Hypes' Second Addktion to the Town of North Salem, Indiana.

That on said 20th day of October, 1932, said Margaret E. Charman, a widow, to secure the payment of said debt so evidenced by the aforesaid note executed and delivered to plaintiff herein her mortgage on the above described real estate, which said mortgage was on the 20th day of October, 1932, at 4:55 o'clock P. M. and is duly recorded in Mortgage Record 91, at pages 574-575, of the records of Hendricks County, Indiana, in the office of the Recorder of said county and state, and that a copy of said mortgage is filed with plaintiff's complaint herein, made a part thereof and marked Exhibit "B" for certainty; and that said mortgage secures the payment of the aforesaid debt sued on herein evidenced by said note as aforesaid; and the court further finds that said mortgage is second, subsequent and junior to a certain mortgage of The Ladoga Building Loan Fund and Savings Association of Ladoga, Indiana, upon the above described real estate.

And the court further finds that plaintiff is entitled to have her said mortgage foreclosed and the above described real estate sold as is by law and by this decree provided, subject to the lien of said mortgage in favor of said The Ladoga Building Loan Fund and Savings Association of Ladoga, Indiana.

It is therefore considered, ordered, adjudged and decreed by the court that the allegations of plaintiff's complaint are true; that the plaintiff, Anna B. Langton, have and recover of and from the defendant, Margaret E. Charman, upon the note and mortgage sued upon herein the said sum of three hundred four dollars and thirty-seven cents ($304.47), without any relief whatever from valuation or appraisement laws of the State of Indiana, together with all costs herein laid out, expended and taxed at $_____, and that such judgment bear interest at the rate of eight (8) per cent per annum from this date until the same is paid.

It is further considered, ordered, adjudged and decreed by the court that on the 20th day of October, 1932, the defendant, Margaret E. Charman, a widow, was the owner in fee simple of the following described real estate in Hendricks County, in the State of Indiana, to-wit:

Lot No. Eight (8) in Block No. One (1) in Hypes' Second Addition to the Town of North Salem, Indiana;

that on said 20th day of October, 1932, said defendant, Margaret E. Charman, a widow, to secure the payment of said debt evidenced by the said note sued upon herein, executed and delivered to plaintiff, Anna B. Langton, her mortgage on the above described real estate,

which said mortgage was on said 20th day of October, 1932, at 4:55 o'clock P. M. and is duly recorded in Mortgage Record 91, at pages 574-575, of the records of Hendricks County, Indiana, in the office of the Recorder of said county and state, and that a copy of said mortgage is filed with plaintiff's complaint herein, made a part thereof and is marked Exhibit "B" for certainty, and that said mortgage secures the payment of the debt sued upon herein evidenced as aforesaid, but that said mortgage is second, subsequent and junipr to a certain mortgage of The Ladoga Building Loan Fund and Savings Association of Ladoga, Indiana, upon said real estate.

It is further considered, ordered, adjudged and decreed by the court that plaintiff's said mortgage should be and the same is hereby foreclosed against the defendant, Margaret E. Charman, and against the real estate hereinabove particularly described and the equity of redemption, right, title, interest, liens and claims of said defendant in and to said mortgaged real estate and all persons claiming by, through or under her, in and to said real estate, and that such real estate, or so much thereof as may be necessary to satisfy the foregoing judgment, interest and costs, should be and the same is hereby ordered sold at public auction at the door of the court house of Hendricks County, in the State of Indiana, that being the county in which said real estate is situate, by the Sheriff of Hendricks County, in the State of Indiana, after said Sheriff has advertised the same by publication once each week for three (3) successive weeks in a daily or weekly newspaper of general circulation printed in the English language and published in Hendricks County, in the State of Indiana, that being the county where said real estate is situated, the first of said publications to be made at least thirty (30) days before the date of sale, and by posting written or printed notices thereof in at least three (3) public places in Eel River Township, in Hendricks County, in the State of Indiana, that being the Township in said county in which said real estate is situated, and at the door of the courthouse of said county; said real estate to be so sold without any relief whatever from valuation or appraisement laws of the State of Indiana and without any right of redemption therefrom, all as is by law provided, and the proceeds arising from such sale by such Sheriff such Sheriff is ordered and directed to apply as follows: First, to the payment of costs and accruing costs herein; next, to the payment of plaintiff's said judgment; the overplus, if any remaining after the payment of such costs, accruing costs, judgment and interest thereon, to be paid to the Clerk of this court to be disposed of as the court shall direct.

And it is further considered, ordered, adjudged and decreed by the court that in event said real estate is not sold at Sheriff's sale for an amount sufficient to satisfy said judgment, principal, interest and costs, the residue thereof remaining unpaid shall be levied upon the goods, chattels, lands, tenements and hereditaments of the defendant, Margaret E. Charman, subject to execution, and sale thereof should be made without any relief whatever from valuation or appraisement laws of the State of Indiana.

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

C. J. Stevenson, Judge.

Thursday Morning, June 28th, 1934.

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

STATE OF INDIANA,
vs. No. 14309
LEMON H. TROTTER
CLEO TROTTER

On this 28th day of June, 1934, the 46th judicial day of the May term of the said court, the same being the day set for the hearing of this cause, personally appeared the defendants by Edgar Blessing their attorney and the plaintiff being represented by the Attorney General, Philip Lutz, Jr., and Deputy Attorney General, _____, William E. Bussell, and, it appearing to the court that the defendants were duly served with notice of the proceeding herein, which notice was returnable on June 26, 1934, 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 Section seventeen (17), Township fourteen (14) North, Range two (2) East, Hendricks County Indiana, more particularly described as follows, to-wit:

All that land as conveyed by the Public Service Company of Indiana to Lemon H. and Cleo Trotter by quit claim deed recorded in Book 141 Page 153 in the records of Hendricks County, to-wit: a strip of land forty five and sixty eight hundredths (45.68) rods long located in the Southeast quarter of the Southeast quarter of said section; Beginning in the centerline of the Indianapolis-Vincennes Railroad as formerly located, where centerline intersects the dividing line of Hendricks and Marion counties on the East line of Section seventeen (17); thence Southwesterly with the Indianapolis-Vincennes Railroad Company's centerline a distance of forty five and sixty eight hundredths (45.68) rods to the West line of land formerly owned by Ida B. Plummer; thence South to a point ninety five (95) feet from centerline of Railroad measured at right angles; thence Northeasterly forty five and sixty eight hundredths (45.68) rods in a straight line to a point in the East line of said Section seventeen (17), eighty seven and five tenths (87.5) feet at right angles from center lines of Railroad; thence North to the point of beginning, excepting therefrom the right of way of the Railroad, containing one acre (1) more or less; Also a strip of land three (3) rods wide through tract formerly owned by Frederick V. Beeler in the Southeast quarter of the Southeast quarter of Section seventeen (17), the Southeast line of strip being ninety nine and five tenths (99.5) feet at right angles from centerline of tract of the Indianapolis and Vincennes Railroad as formerly located and parallel thereto and three hundred eighty four (384) feet in length and the Northwest side of said strip being fifty (50) feet from centerline of Railroad track and parallel thereto, and four hundred sixty four (464) feet in length extending from West line of land owned by Ida Plummer and South line of Section seventeen (17) containing seventeen hundredths (0.17) acres.

The above described parcel of land being right of way necessary for the construction of the proposed highway improvement and containing one and forty seven hundredths (1.47) acres, more or less.

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 W. A. Rushton, G. F. Calbert, and Chester Pike 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 30th

day of June, 1934, 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 3rd day of July, 1934 at 10 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. Friday,

Record read and signed in open court.

A. J. Stevenson, Judge.

Friday Morning, June 29th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA)
VS) # 7136
LULU ZIMMERMAN)

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.

LUCILLE E. FERGUSON, Plaintiff.)
VS) No. 14334 - Entry ordering a notice
ALVIN E. FERGUSON, Defendant.) by Publication.

Comes now the above named plaintiff and presents and files her complaint for a divorce in the above entitled cause of action; also she presents and files her affidavit setting forth that the defendant, Alvin E. Ferguson, is not a resident of the state of Indiana, and that he is a resident of the state of Kentucky; she also presents in addition to her own affidavit the affidavit of a disinterested person setting forth that said defendant is not a resident of the state of Indiana, which complaint and affidavits are all in the following words and figures, to wit: (H.I.).

And the court, having inspected said affidavits and being duly advised and informed in the premises, finds that the defendant, above named is not a resident of the state of Indiana and that he is resident of the state of Kentucky and that notice of the filing and pendency of this action should be given by publication of notice as by law provided.

It is therefore ordered by the court that notice by publication be given to the defendant by the Clerk for three successive weeks of the filing and pendency of this action and that said notice be returnable on the 3rd day of September, 1934.

STATE OF INDIANA, EX REL.)
LUTHER F. SYMONS, BANK)
COMMISSIONER OF INDIANA.)
VS) # 12421 ORDER DIRECTING RECEIVER TO MAKE
CITIZENS STATE BANK,) CERTAIN SETTLEMENTS ON SPECIFIC
PLAINFIELD, INDIANA.) NOTES.

Comes now Horace L. Hanna, Receiver of Citizens State Bank, Plainfield, Indiana, and presents his petition asking for authority and an order to make settlement with certain debtors to the Citizens State Bank, Plainfield, Indiana, for certain specified notes described in said petition and which petition is in the following

words and figures, to-wit: (Here Insert).

And the Court upon examining said petition and being duly advised in the premises, finds that it would be to the best interest of said Receivership to make said settlements of said notes as in said petition set forth.

It is therefore now ordered by the Court that said Receiver is authorized and directed to make the following settlements:

Note No.22941 S. E. Stewart, Elizabeth Stewart and Emmett Stewart for the sum of $200.00. Notes No.22587, 22765, 22952, 23037, 23036 and 23047 in the aggregate principal amount of $3750.00, said notes respectively being signed by W. V. Stone. Said Receiver is authorized and directed to make settlement and surrender said notes to said W. V. Stone upon the payment to said Receiver of $500.00. Note No.22880 signed by Otis E. Gulley, balance principal due $550.70. Said Receiver is authorized and directed to make settlement with said Gulley and surrender to him his said note, upon the payment to said Receiver of $550.70. Note No.22890 signed by Claud Wood and Will E. Wood in the principal sum of $320.00. Said Receiver is authorized and directed to surrender said note to said Claud Wood upon the payment to said Receiver of $160.00. Note No.22824 signed by Moses O. Hardin, now in the principal sum of $123.91. Said Receiver is hereby authorized and directed to make settlement with said Hardin and to surrender to him said note upon the payment to said Receiver of $123.91. Said Receiver to make due report of said collections to this Court in his final report to this Court.

THE PLAINFIELD BUILDING AND)
LOAN ASSOCIATION OF)
PLAINFIELD, INDIANA.)
VS) DECREE Judg't. vs Deft., Pearl Young, for $3950.90
PEARL YOUNG) and Costs.
FIRST NATIONAL BANK AND TRUST) J. D. 16, Page 219.
COMPANY, PLAINFIELD, INDIANA.)

Comes now the Plaintiff herein by counsel and it appearing to the Court by summons herein and the endorsement of the Sheriff thereon that said defendants Pearl Young and The First National Bank and Trust Company of Plainfield, Indiana were each personally served with notice of the filing and pendency of this action more than 10 days before March 6, 1934, the date fixed by Plaintiff in thie 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 the defendants failing to appear and answer herein they are on motion three times loudly called in open Court but come not and herein wholly make default.

And now this cause coming on for hearing is submitted to the Court for trial and finding without the intervention of a Jury.

And the Court having heard the evidence and being duly advised in the premises finds for Plaintiff on its complaint and that on the 1st day of August this Plaintiff loaned to one Delbert V. Vaughn and Eva May Vaughn the sum of $3550.00 and that as evidence of said loan the said Delibert V. Vaughn and Eva May Vaughn executed their promissory note to this Plaintiff for the sum of $3550.00 as shown by exhibit "A" in said Complaint.

The Court further finds that to secure the payment of said

note the said Delbert V. Vaughn and Eva May Vaughn duly executed their certain mortgage to said Plaintiff as shown and set out as exhibit "B" in said complaint which mortgage was for the sum of $3550.00 and was recorded in the Recorders office of Hendricks County Indiana in Mortgage Record 91 at pages 490-91.

The Court further finds that on the 24th day of July 1933, the said Delbert V. Vaughn and Eva May Vaughn conveyed by a duly executed Warranty Deed, the property so mortgaged to this Plaintiff, to the defendant her in Pearl Young who took said mortgaged property subject to the unpaid balance of said mortgage as stipulated in said deed which deed was recorded on the 12th day of August 1933 in Book 141 page 420 of the Records of Hendricks County Indiana.

The Court further finds that there is due on the note and mortgage sued on in Plaintiffs complaint from defendant Pearl Young together with advancements thereon as provided for in said mortgage the sum of $3597.40; which represents the principal amount of the note of $3550.00 together with insurance advanced of $19.00 fines charged in sum of $28.40 as provided in said mortgage, and that defendant is entitled to a credit thereon of $309.91 leaving a balance on said principal note together with advancements the sum of $3287.49.

The Court further finds that there is delinquent interest on said note and advancements in the sum of $504.43 making a total amount due on said note with interest thereon to June 27 1934 the sum of $3791.92.

The Court further finds that the taxes on said property have been allowed to go delinquent contrary to the provisions of said mortgage and that said delinquent taxes are in the sum of $54.48 which plaintiff is entitled to recover herein.

The Court further finds that Plaintiff was compelled to advance the sum of $4.50 for abstract fees in connection with the bringing of this action and is therefore entitled to recover said fees from defendant as a part of the necessary costs in connection with said cause of action.

The Court further finds that Plaintiff is entitled to have said mortgage foreclosed as against all of said defendants and that the real estate therein described be sold in order to satisfy the claim of this Plaintiff.

The Court further finds that the lien of the defendant The First National Bank and Trust Company in the form of a judgment is subordinate and inferior to the lien of this Plaintiff.

The Court further finds that the property ought to be foreclosed and as described in plaintiffs complaint is occupied by a tenant and that Plaintiff is entitled to have a receiver appointed to take charge of the real estate involved in this proceeding and during the continuance of this action and until Plaintiff receives a deed to said property.

It is therefore considered adjudged and decreed by the Court that Plaintiff have and recover of and from defendant Pearl Young the sum of $3850.90 together with interest thereon from this date at the rate of 8% and all costs and accruing costs herein without relief from valuation and appraisement laws.

It is further ordered adjudged and decreed by the Court that Plaintiff is entitled to recover of and from the defendants Pearl Young attorneys fees and that a reasonable fee for Plaintiffs atty is $100. Making a total recovery against said Pearl Young the sum of $3950.90.

It is further considered adjudged and decreed by the Court that

the equity of redemption of defendant Pearl Young and all persons claiming from under or through them in and to the real estate described in said complaint situated in Hendricks County and State of Indiana in said complaint situated in Hendricks County and State of Indiana and Described as follows:

Lot Numbered Four (4) in Block Numbered Two (2) in
Luke W. Duffey's Addition to the Town of Plainfield
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 or 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;

Third - To the Payment of the judgment lien held by the First National Bank and Trust Company defendant herein.

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.

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 period of redemption and held such rents and profits subject to the order of the Court and the Court fixed the bond of such receiver at $500.00.

And now the Court being advised appoints Harry S. Havens as such receiver. And now comes the said Harry S. Havens and accepts said appointment and tenders his receiver's bond as ordered, which bond the Court approves endorsing his approval thereon. And the said Harry S. Havens takes and subscribes an oath for the faithful discharge of his duties as such receiver. Said bond with the Court approval endorsed thereon and the oath taken and subscribed by the receiver, are as follows, to-wit: (H.I.)

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.

STATE OF INDIANA, EX REL)
HOWARD L. KISER)
VS) # 14171 Judgt. vs Pltf. for Costs.
J. D. ADAMS MFG. CO.) J. D. 16, Page 220.
HOWARD R. MEEKER)

Come now again the parties, by counsel, and the Court presents and files its special Finding of Facts numbered from one to nine inclusive, which Facts are in the words and figures as follows to-wit:

HOWARD L. KISER)
VS) CAUSE NUMBERED 14171
J. D. ADAMS MFG. CO.)
HOWARD R. MEEKER)

The Court having been requested to find the facts specially now finds the facts to be as follows:

FINDING NUMBER ONE.

That on the 29th day of May, 1933, and for a long time prior thereto the plaintiff, Howard L. Kiser, was associated with N. Leonard Cohen, an individual and N. Leonard Cohen and Company, a corporation, in the business of buying and selling stocks and bonds, consisting largely of inactive, unlisted Indiana securities; that the business of N. Leonard Cohen and Company was conducted by the said plaintiff and N. Leonard Cohen, the securities being purchased by the individuals through the name and agency of the N. Leonard Cohen and Company, corporation.

FINDING NUMBER TWO.

That on or about the said 29th day of May, 1933, the plaintiff became the owner of thirty shares of stock of the J. D. Adams Manufacturing Company, the same having been purchased by the plaintiff from the N. Leonard Cohen and Company, corporation; that the plaintiff was also the owner of other shares of stock of the said J. D. Adams Manufacturing Company which he had acquired prior to said date; that the said N. Leonard Cohen and Company had also purchased other shares of stock of the defendant company prior to May 29th, 1933, a part of which was then owned by Hanna B. Cohen, wife of the said N. Leonard Cohen; that the said N. Leonard Cohen & Company has also purchased other shares of stock of the defendant company subsequent to May 29, 1933, part of which is held in the name of the plaintiff and part in the name of Hanna B. Cohen, wife of said N. Leonard Cohen.

FINDING NUMBER THREE.

That shortly prior to May 20th, 1933, the said N. Leonard Cohen called the defendant company by telephone and in a conversation with Mr. Howard R. Meeker, the Secretary of said firm, asked for a list of the stockholders of the J. D. Adams Manufacturing Company and stated that they desired such list in order to expedite the purchase and sale of the stock of said company, which was then selling at a price of approximately $6.00 per share; that Mr. Meeker tentatively promised to furnish such list of stockholders but upon reconsideration subsequently declined to provide Mr. Cohen with such information.

FINDING NUMBER FOUR.

That subsequent to such refusal the said Cohen conferred with the plaintiff and on or about the 29th day of May, 1933, the said thirty shares of stock of the defendant company were transferred to the plaintiff; that on June 3rd, 1933, the plaintiff made formal demand through his attorneys upon the defendants for the right to examine and inspect the books of the defendant company and to take a list of the stockholders of said company. This demand was refused by the defendant on June 13th, 1933, for the reason that the plaintiff failed to give any information as to the use or uses to which he expected to put the list of stockholders so obtained.

FINDING NUMBER FIVE.

That the said J. D. Adams Manufacturing Company was duly incorporated under and by virtue of the Act of the General Assembly of the State of Indiana, entitled an Act concerning the organization and control of corporations for pecuniary profit and repealing all laws or parts of laws in conflict therewith, approved February 29th, 1921, which Articles

of Incorporation were filed in the office of the Secretary of State on January 23rd, 1929; that subsequent to their incorporation they issued 300,000 shares of no par value common stock, 256,250 shares of which were delivered to the partners, who originally owned the business, in exchange for the physical assets of said partnership which had been assigned by said partnership to the new corporation and 43,750 shares remaining were sold to the public at a price of $36.00 per share. Subsequent to such time the individual partners and former owners of said company sold to the public 31,250 shares, making a total stock outstanding and owned by the public of 75,000 shares. Practically all of this stock was sold during the spring of 1929 and immediately following the organization of the new corporation. Said stock has been and is now listed on the Chicago Stock Exchange.

FINDING NUMBER SIX.

That the said defendant company has prepared and submit to their stockholders in February of each year a copy of an annual audit showing the condition of the company and that the said plaintiff was present at the annual stockholders meeting in March of 1934 and participated in said stockholders meeting and was given such information concerning the business and affairs of the company as he desired; that at no time has the plaintiff been denied information touching the business and affairs of the defendant company save and except the denial of the right to have and obtain a list of stockholders of said company. The defendant company from its organization until the present time has not in any year operated at a loss, but during all of said period has each year added some substantial amount to its surplus account, in addition to paying dividends each year until and including May 1, 1932, after which time dividends were discontinued on account of the depression.

FINDING NUMBER SEVEN.

That the plaintiff desires an examination of the books of the defendant company for the purpose of taking therefrom a list of the stockholders of said defendant company and that he desires to use such list in connection with the business of the N. Leonard Cohen Company and for the purpose of contacting and effecting purchases and sales of the stock of said company and other securities which the said plaintiff and the said N. Leonard Cohen Company are engaged in buying and selling; that the plaintiff and his business associates have obtained lists of stockholders in many corporations, which lists are used by them in the conduct of their business.

FINDING NUMBER EIGHT.

That subsequent to the time the plaintiff acquired title to the thirty shares of stock above referred to, the market price of said stock has increased and it is now selling at approximately $11.50 per share.

FINDING NUMBER NINE.

That said Howard L. Kiser, N. Leonard Cohen and N. Leonard Cohen & Company in addition to the use of said stock list of the defendant company, if secured, for the purpose of adding to their mailing list, also intend to use said list for the purpose of circularizing the same to buy stock of said company from its present stockholders so long as they believe the market price of it to be below its value, and then to use said list, together with their present mailing list, for the purpose of selling the stock of said company when they believe the market price of the same to be above the value of the stock.

A. J. Stevenson

JUDGE HENDRICKS CIRCUIT COURT

And now the Court being duly advised, states its conclusions of

law on said Finding of Facts, as follows:

(1) That the Law is with the defendant and that the plaintiff is not entitled to a writ of mandamus as petitioned for.

(2) That the plaintiff's petition be denied and that the defendant recover costs.

And to each of which conclusions of law the plaintiff, Howard L. Kiser, objects and excepts.

And now the Court renders judgment in said cause on said Finding of Facts and conclusions of law.

It is, therefore, adjudged and decreed by the Court that the petition of the plaintiff be and the same is hereby denied and that the plaintiff take nothing by virtue of his action and that the defendant recover costs, 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, June 30th, 1934.

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

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY, A)
CORPORATION.)
VS) # 14217
EDWARD ADAIR, AND BERTHA)
S. ADAIR, HIS WIFE.)

Comes the plaintiff herein by counsel and the court, of its own motion, vacates and sets aside the judgment heretofore rendered in this cause.

It is, therefore, considered and adjudged by the court that the judgment heretofore rendered in this cause, on, to-wit, the 15th. day of May, 1934, be and the same is now vacated, set aside and held for naught.

And this cause is continued for further proceedings.

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Comes now the plaintiff, Ethyl L. Osborn, by her attorney, and files motion to set aside the service and rule to show cause and to quash the return endorsed thereon, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion now overrules the same, to which ruling of the Court the plaintiff duly objects and excepts.

And now said plaintiff, Ethyl L. Osborn, files motion to discharge the rule to show cause, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion, now takes the same under advisement.

The plaintiff, Ethyl L. Osborn, is now ordered to appear in Court Monday, July 2nd, 1934, at 9:00 o'clock A. M. for further proceedings.

And now comes the defendant, by counsel, and the Court vacates the order refusing permission to the plaintiff to file a motion for a new trial, and permission is now granted to the said plaintiff to present and file her motion for a new trial in the matter of the petition for modification of this cause.

And now the plaintiff presents and files her motion for a new trial, which motion is in the words and figures following, to-wit: (H.I.). Said plaintiff also files motion for change of venue from the Judge on petition for modification of order filed by defendant, which motion is in the words and figures following, to-wit: (H.I.).

MARY C. SPICKLEMIRE)
VS) NO. 13892 Judgt. vs Deft. for Costs.
TIGHTMAN M. WILLIAMS) J. D. 16, Page 220.

Comes now the plaintiff in person, and by Otis E. Gulley, her attorney, and shows that by summons issued in the above entitled cause, and the return of the Sheriff endorsed thereon, which summons and the return of the Sheriff endorsed thereon is in words and figures following to-wit: (H.I.), that the defendant has been duly notified of the

pendency of the above entitled action for more than ten days prior to the return date endorsed on the complaint herein, and for more than ten days prior to this date, and said defendant being three times loudly called in open court, but come not and herein wholly make default.

Said cause is now submitted to the court for trial, finding and decree without the intervention of a jury, and the court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff that she is entitled to the possession of the real estate described in plaintiff's complaint.

It is therefore ordered, adjudged and decreed by the court that the plaintiff recover of and from the defendant the possession of the real estate in plaintiff's complaint and that she recover her costs in this action taxed at $_____.

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 2nd, 1934.

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

BLANCHE B. BROWN)
VS) # 14144
KENNETH HURST, ET AL.)

Comes now the commissioner, William McAninch, herein, and files his financial report, which report is in the words and figures following, to-wit: (H.I.).

WALTER THOMPSON, ET AL.)
VS) # 14269
E. F. ALEXANDER, ET AL.)

Come now the parties, by counsel, and the Court hears arguments on motion for a new trial. And after hearing the arguments of counsel, said motion is taken under advisement.

Courtland C. Gillen

Courtland C. Gillen, Special Judge.

IN THE MATTER OF THE VOLUNTARY)
DISSOLUTION OF THE DANVILLE) # 14336
TRUST COMPANY, OF DANVILLE,)
INDIANA.)

Come now W. F. Franklin and Chas. Z. Cook, the duly appointed and acting liquidating agents for The Danville Trust Company, of Danville, Indiana, a corporation now in process of voluntary liquidation, and file a Statement and Petition showing the assets, debts, claims and liabilities of said corporation, together with their recommendations as to the allowance or disallowance of such claims. Said Statement and Petition being in the words and figures as follows, to-wit:- (Here Insert).

And the court, having examined said Statement and Petition and being duly advised, finds the same to be in due form, and does fix the 22nd day of Sept, 1934, as the date for all creditors, shareholders and others interested, to appear and file in court his verified petition asserting his claim, or any priority thereon or opposing the allowance of any claims appearing upon said Statement and Petition, or asserted by any other creditor or shareholder.

And further proceedings herein are continued.

STATE OF INDIANA)
VS) # 7485
CHARLES HUFFMAN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles Huffman, 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.

FRED G. SHIRLEY)
WALTER M. HODSON)
VS) # 14310
THE FIRST NATIONAL BANK OF)
AMO, INDIANA,)
W. BENTON NEWLIN, LIQUIDAT-)
ING AGENT, ETC.)

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from Judge, heretofore filed, and being duly advised, now sustains the same. And the parties being unable to agree upon a special Judge, the Court now submits the names of Honorable C. V. Sears, Zimri E. Dougan practicing attorneys, and Judge Edgar A. Rice, and the plaintiff now strikes the name of Edgar A. Rice, and the defendant strikes the name of Zimri E. Dougan, and the Court now appoints Honorable C. V. Sears special Judge to try this cause.

MARIE L. WOODY)
VS) # 14271 - Divorce Decree.
NOBLE C. WOODY)

Comes now the plaintiff, Marie L. Woody, in person and by counsel, and it appearing to the satisfaction of the court that the defendant, Noble C. Woody, has been duly notified of the filing and pendency of this action for more than ten days prior to the return day as the same is fixed and endorsed on the complaint, as the same is shown by the writ of summons issued herein to the sheriff of Marion County, Indiana, and the return of said sheriff endorsed on said writ of summons, which summons and the said sheriff's return thereon are in the following words and figures, to wit: (H.I.).

And now this cause coming on for a hearing before the court 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, having heard the evidence adduced by the plaintiff in support of the allegations in her complaint contained, and being fully advised and informed in the premises, finds for the plaintiff that the allegations of her complaint are true and that she is entitled to a divorce from the defendant on the grounds and for the reasons set forth in her complaint.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant are set aside and held for naught, and the plaintiff is hereby granted an absolute divorce from the defendant.

It is further ordered by the court that the name of the plaintiff be restored to be Marie L. Lemon, and that the plaintiff pay the costs of this action, which are now accordingly paid.

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Come now again the parties, by counsel, and the Court having seen and examined the motion, heretofore filed, for a new trial of the plaintiff, Ethyl L. Osborn, as to her cross-petition filed on the 18th day of June, 1934, asking modification of the order for the custody of the said minor child Wayne L. Osborn, and being sufficiently advised in its premises, now sustains the same. And the Court having seen and examined the motion of said Ethyl L. Osborn, for a new trial on the petition of Roland C. Osborn, filed on June 8th, 1934, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the plaintiff, Ethyl L. Osborn, 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 $200.00. And the plaintiff now suggests the name of the Employers Liability Assurance Corporation as surety on said bond, which surety the Court now approves, and the plaintiff is given thirty days in which to file bond and Bill of Exceptions.

And now the Court being duly advised, sustains the motion of the plaintiff to discharge the rule to answer the petition for indirect contempt, to which ruling of the Court the defendant duly objects and excepts, and rule to answer contempt proceeding is now discharged.

The Court having seen and examined the motion for change of venue from Judge on the petition of Roland C. Osborn for modification of divorce decree, and being duly advised in its premises, now sustains the same, and said parties now agree upon the Honorable Otis E. Gulley, a practicing attorney at this bar, as special Judge. And now the Court appoints Otis E. Gulley special Judge to try this cause, who now appears and accepts said appointment and qualifies as such special Judge and assumes jurisdiction of this cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1934

Ethyl L. Osborn)
AGAINST) No. 14063
Roland C. Osborn)

I, A. J. Stevenson, Judge of said Court, because of a motion for change of venue from the Judge, on the defendants petition to modify the decree, filed by the plaintiff appoints Otis E. Gulley, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson
July 2 1934 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Otis E. Gulley, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Ethyl L. Osborn against Roland C. Osborn so help me God.

Otis E. Gulley

Subscribed and sworn to this 2" day of July 1934 before me, Clerk of said Court.

(SEAL)

Frank Tucker, Clerk.
Clerk Hendricks Circuit Court.

LUCIA C. WOLF)
VS) # 14263 DIVORCE DECREE. Judgt. vs Deft. for $3.00 per week and costs.
GEORGE E. WOLF) J. D. 16, Page 221.

Come now the parties, in person and by counsel, and the defendant files answer to complaint, which answer is in the words and figures following, to-wit: (H.I.). Said defendant also files motion to strike out the supplemental complaint, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion to strike out the supplemental complaint and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly excepts. And now said defendant files answer to supplemental complaint, which answer is in the words and figures following, to-wit: (H.I.).

And now it appearing to the satisfaction of the court that the defendant has been duly notified of the filling and pendency of this action, as the same is shown by the writ of summons issued to the Sheriff of Hendricks County, Indiana, and the said sheriff's return endorsed thereon, which writ of summons is of the following words and figures to wit: (H.I.) for more than ten days before the return date fixed in the praecipe by endorsement on said plaintiff's complaint, and more than ten days before the date of hearing herein.

It also appears to the satisfaction of the Court that more than sixty days have elapsed since the date of service was made on the defendant by the said sheriff, and now the court assumes jurisdiction in this case for the purpose of trial, finding and decree.

And the court having heard the evidence adduced by the plaintiff on her complaint, and the evidence of the defendant, and being fully advised and informed in the premises, does now find for the plaintiff on her complaint, that she is entitled to a divorce from the defendant herein on the grounds stated in her complaint.

The court further finds that there has been born to this plaintiff and defendant two children, one of whom survives, to wit: Lucia Lee, age six years; the Court further finds that this plaintiff is a fit and proper person to have the care and custody of said child.

The court further finds that said defendant herein shall pay into the office of the clerk of the Hendricks Circuit Court, the sum of $3.00 per week for care and support of said child Lucia Lee; That the first payment shall be due on or before July 7th, 1934, and that a like sum shall be paid to said clerk each week until further order of court.

The court further finds that all wedding presents given to this plaintiff and defendant, which are now in the custody of this defendant, shall be surrendered to this plaintiff.

The court further finds that the defendant shall pay the cost of this action.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between this plaintiff and defendant, be, and they are hereby dissolved and set aside, and the plaintiff is hereby granted an absolute divorce.

It is further ordered and decreed by the Court that the defendant George E. Wolf pay into the clerks office of Hendricks County the sum of $3.00 per week for the care and support of the minor child Lucia Lee Wolf, age six years, that the first payment shall be due on or before July 7th, 1934 and that a like sum of $3.00 shall be paid each

week thereafter; That all wedding presents given to this plaintiff and defendant and which now are in the custody of this defendant, be surrendered to this plaintiff; That the plaintiff herein is a fit and proper person to have the care and custody of said minor child Lucia Lee, and that said care, custody and control of said child Lucia Lee Wolf is hereby granted to the mother Lucia C. Wolf, the plaintiff in this cause of action.

It is adjudged that the defendant George E. Wolf pay the cost of this action.

RALPH TRUMP)
VS) # 14262 DIVORCE DECREE
FERN TRUMP)

Comes now the plaintiff Ralph Trump, by counsel, and the above case having been called for trial; and it appearing to the satisfaction of the court that the defendant has been duly notified of the filing and pendency of this action, as the same is shown by the writ of Summons issued to the Sheriff of Montgomery County, Indiana, and the said sheriffs return endorsed thereon, which writ of summons is of the following words and figures, to wit: (H.I.) for more than ten days before the return date fixed in the praecipe by endorsement on said plaintiffs complaint, and more than ten days before the date of hearing herein.

It also appears to the satisfaction of the Court that more than sixty days have elasped since the date of service was made on the defendant by said sheriff, and now the court assums jurisdiction in this case for the purpose of trial, finding and decree.

It further appearing to the Court that the defendant has entered her own appearance in said cause of action, and has filed an answer of general denial, wherefore said case is submitted for trial on plaintiff's complaint.

And the court having heard the evidence abducted by the plaintiff, and being fully advised in the premises, does now find for the plaintiff, and that he is entitled to an absolute divorce from the defendant on the grounds set out in said plaintiff complaint.

The court further finds that the care and custody of the minor child, to wit; Richard shall be granted to said plaintiff.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant herein, be, and they are hereby dissolved, and set aside.

It is further ordered and decreed that the plaintiff Ralph Trump shall have the care, custody and control of his minor child, and that he will provide said child with a home.

It is adjudged that the plaintiff Ralph Trump pay the cost of this action taxed at $7.50, which costs are now 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, July 3rd, 1934.

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

STATE OF INDIANA, EX REL)
THOMAS J. GRAY)
VS) # 13551
THE BOARD OF PUBLIC SAFETY,)
ET AL.)

Come now the parties, by counsel, and the Court having seen and examined the plaintiff's motion for a new trial, heretofore filed, and being duly advised, 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 sufficiently advised, now grants said appeal, and sixty days are given in which to file bond and Bill of Exceptions.

NELL K. MONTFORT)
VS) # 13811 Judgt. vs Defts. for $3125.00 and Costs.
JOHN L. PARTLOW, ET AL.) J. D. 16 page 221.

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

And now the Court randers judgment on the verdict.

It is, therefore, adjudged and decfeed by the Court that the plaintiff have and recover of and from the defendants, John L. Partlow and Emma Castor Partlow, the sum of $3125.00, together with interest from the 12th day of February, 1934, and the costs of this action, taxed at _____dollars and _____cents.

And now the defendants, John L. Partlow and Emma Castor Partlow prays an appeal to the Appellate Court of Indiana. And the Court being duly advised now grants said appeal, and sixty days are given in which to file bond and Bill of Exceptions.

Filed Apr. 29-1944. The undersigned hereby gives notice that they have a lien on Nell's judgment for $2500.00 as of the date of this instrument and claim the same as attorneys for said plaintiff. Elliott, Wolfe & Kelley, Attys. for Plaintiffs.

GEORGE V. VAUGHAN)
VS) # 13865
OTIS WOOD)

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 THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

Come now the parties, by counsel, and the Court having heretofore heard the arguments on demurrer to complaint, and being duly advised, now overrules the

same, to which ruling of the Court the defendants separately and severally at the time except.

And now the defendants are ruled to answer said complaint September 4th, 1934.

Courtland C. Gillen
Courtland C. Gillen, Special Judge.

MADIE BLAIR)
VS) # 13967
CITY OF INDIANAPOLIS)

Come now the parties, by counsel, and the Court having seen and examined the motion for a new trial, heretofore filed, and being duly advised, now sustains the same, and new trial is ordered.

MYRTLE F. STANLEY)
VS) # 13994
INDIANA TRAVELERS ASSURANCE)
COMPANY, ET AL.)

Come now the parties, by counsel, and the Court having seen and examined the defendant, Indiana Travelers Assurance Company'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, Indiana Travelers Assurance Company, 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 $1500.00.

And now the defendant suggests the name of New Amsterdam Casualty Company as surety on the bond, which surety the Court now approves, and sixty days are given in which to file bond and Bill of Exceptions.

CALVIN W. HENDRICK, ET AL.)
VS) # 14224 Judgt. vs Pltfs. for Costs.
ARTHUR JACKSON) J. D. 16, Page 221.

Come now again the parties, by counsel, and the Court having seen and examined the demurrer to cross-complaint of the defendant, heretofore filed, and being duly advised, now sustains the same, to which ruling of the Court the defendant duly objects and excepts.

And now the Court finds for the defendant.

It is, therefore, adjudged and decreed by the Court that the plaintiffs take nothing on its complaint herein, and that the defendant recover its costs taxed at _____dollars and _____cents.

INEZ HAZEL GRAY)
VS) # 14231
ERNEST A. GRAY)

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 by agreement of said parties, motion is sustained, and 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.

WALTER THOMPSON, ET AL.)
VS) # 14269
E. F. ALEXANDER, ET AL.)

Come now the parties, by counsel, and the Court having heard the argument on motion for new trial, heretofore filed, and being duly advised, now overrules the same, to which ruling of the Court the defendants each separately and severally object and except.

Courtland C. Gillen
Courtland C. Gillen, Special Judge.

DORIS L. TROST)
VS) # 14290 Judgt. vs Pltf. for Costs.
HARRY P. TROST) J. D. 16, Page 222.

Comes now the plaintiff, by counsel, and moves the Court to dismiss said cause of action. And the Court being duly advised, sustains said motion, and 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, Doris L. Trost, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 14309 Judgt. vs Pltf. for $150.00 and Costs.
LEMON H. TROTTER) J. D. 16, Page 222.
CLEO TROTTER)

Come now the appraisers, herein, and file their report of appraisement, 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 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 $7.50 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 Dollars ($100.00) 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 Fifty Dollars, ($150.00), leaving a net damage in the sum of One Hundred Fifty Dollars ($150.00) and that Seven Dollars and Fifty Cents ($7.50) for each of the appraisers herein be taxed as a part of the costs of this proceeding.

FRED G. SHIRLEY)
WALTER M. HODSON)
VS) # 14310
THE FIRST NATIONAL BANK OF AMO, INDIANA,)
W. BENTON NEWLIN, LIQUIDATING AGENT, ETC.)

Comes now the said C. V. Sears, heretofore ap-

pointed special Judge, and now accepts said appointment as special Judge and qualifies as such and assums jurisdiction of said cause, which qualification is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,

May Term, 1934

Fred G. Shirley, et al.)
AGAINST) No. 14310
W. Benton Newlin, etc.)

I, A. J. Stevenson, Judge of said Court, because of a motion for a change of venue from the Judge filed by the defendant appoint Chas. V. Sears, a competent and disinterested attorney of said Court, as Judge thereof in said cause.

A. J. Stevenson

July 3 1934 Judge Hendricks Circuit Court.

The State of Indiana, County of Hendricks, Sct:

I, Chas. V. Sears, swear that I will support the Constitution of the United States and of the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in case of Fred G. Shirley, et al. against W. Benton Newlin, etc. so help me God.

Chas V. Sears

Subscribed and sworn to this 3rd day of July 1934 before me, Clerk of said Court.

Frank Tucker, Clerk.

Clerk Hendricks Circuit Court.

OREN S. HACK, REC. ETC.)
VS) # 14337
EARL S. GARRETT, ET AL.)

Comes now the defendant, Earl S. Garrett, by counsel, and files affidavit for change of venue from Judge, which affidavit is in the words and figures following, to-wit: (H.I.). And comes also the plaintiff, by counsel, and the Court having seen and examined said affidavit and being sufficiently advised in its premises, now sustains the same, and the parties failing to agree, the Court now submits the names of Honorable Zimri E. Dougan, Horance L. Hanna and Robert Hollowell, practicing attorneys at this bar, from which to select a special Judge. And now the parties in open Court agree upon the Honorable Zimri E. Dougan, as special Judge to try said cause, and the Court now appoints the said Zimri E. Dougan special Judge to try said cause.

FLORA A. WOOD)
VS) # 14269 Judgt. vs Deft. for Costs.
GEORGE WOOD) J. D. 16, Page 222.

Come now the parties, by counsel, and the defendant now dismisses his cross-complaint.

And this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence in this cause and being duly advised, finds for the plaintiff and that the allegations of her complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant on the grounds therein

alleged; all at the cost of the defendant.

The Court further finds that the former name of Flora A. Robbins should be restored to her.

It is, therefore, considered, ordered and decreed by the Court that the bonds of matrimony heretofore existing between Flora A. Wood and George Wood be and they are hereby set aside and held for naught and the plaintiff is granted a divorce from the defendant.

It is further ordered and decreed by the Court that the former name of Flora A. Robbins be and the same is hereby restored to the plaintiff.

It is further ordered and decreed by the Court that the defendant, George Wood, pay the costs of this action, taxed at _____dollars and _____ cents.

MAURINE D. WATKINS)
VS)# 14256
GEORGE FRIES, IF LIVING AND MARRIED THE WIFE OF GEORGE FRIES, WHOSE)Judgt. vs
CHRISTIAN NAME IS UNKNOWN; GEORGE FRIES, IF LIVING, IF DEAD, THE UNKNOWN)Pltf. for
WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF GEORGE)Costs.
FRIES, DECEASED; JAMES B. RAY, IF LIVING AND MARRIED THE WIFE OF JAMES)
B. RAY WHOSE CHRISTIAN NAME IS UNKNOWN; JAMES B. RAY, IF LIVING, IF DEAD,)J.D. 16,
THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF)Page 222.
JAMES B. RAY, DECEASED; JAMES G. RAY, IF LIVING AND MARRIED THE WIFE OF)
JAMES G. RAY WHOSE CHRISTIAN NAME IS UNKNOWN; JAMES G. RAY, IF LIVING, IF)
DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTA-)
TIVES OF JAMES G. RAY, DECEASED; ESTHER RAY, IF LIVING AND MARRIED THE UN-)
KNOWN HUSBAND OF ESTHER RAY WHOSE NAME IS UNKNOWN; ESTHER RAY, IF LIVING,)
IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES, AND LEGAL REPRE-)
SENTATIVES OF ESTHER RAY, DECEASED; THOMAS MATTHEWS, IF LIVING AND MARRIED)
THE UNKNOWN WIFE OF THOMAS MATTHEWS WHOSE CHRISTIAN NAME IS UNKNOWN;)
THOMAS MATTHEWS, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES,)
LEGATEES AND LEGAL REPRESENTATIVES OF THOMAS MATTHEWS, DECEASED; MARY ANN)
MATTHEWS, IF LIVING AND MARRIED THE HUSBAND OF MARY ANN MATTHEWS WHOSE NAME)
IS UNKNOWN; MARY ANN MATTHEWS, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER,)
HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF MARY ANN MATTHEWS,)
DECEASED; INDIANA MATTHEWS, WIFE OF THOMAS MATTHEWS; INDIANA MATTHEWS, IF)
NOW LIVING AND MARRIED THE HUSBAND OF INDIANA MATTHEWS WHOSE NAME IS UNKNOWN;)
INDIANA MATTHEWS, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES,)
LEGATEES, AND LEGAL REPRESENTATIVES OF INDIANA MATTHEWS, DECEASED; SARAH RAY,)
IF LIVING AND MARRIED THE HUSBAND OF SARAH RAY WHOSE NAME IS UNKNOWN; SARAH)
RAY, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND)
LEGAL REPRESENTATIVES OF SARAH RAY, DECEASED; VIRGINIA RAY, IF LIVING AND)
MARRIED THE HUSBAND OF VIRGINIA RAY WHOSE NAME IS UNKNOWN; VIRGINIA RAY, IF)
LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL)
REPRESENTATIVES OF VIRGINIA RAY, DECEASED; ELIZA JANE RAY, IF LIVING AND)
MARRIED THE HUSBAND OF ELIZA JANE RAY WHOSE NAME IS UNKNOWN; ELIZA JANE RAY,)
IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTA-)
TIVES OF ELIZA JANE RAY, DECEASED; JOHN W. RAY, IF LIVING AND MARRIED THE WIFE)

OF JOHN W. RAY WHOSE CHRISTIAN NAME IS UNKNOWN; JOHN W. RAY, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JOHN W. RAY, DECEASED: GEORGE HOLMAN, IF LIVING AND MARRIED THE WIFE OF GEORGE HOLMAN, WHOSE CHRISTIAN NAME IS UNKNOWN; GEORGE HOLMAN, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, LEGATEES AND LEGAL REPRESENTATIVES OF GEORGE HOLMAN, DECEASED; ANN HOLMAN, WIFE OF GEORGE HOLMAN; ANN HOLMAN, IF LIVING AND MARRIED THE HUSBAND OF ANN HOLMAN, WHOSE NAME IS UNKNOWN; ANN HOLMAN, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ANN HOLMAN; WILLIAM C. HOLMES, IF LIVING AND MARRIED THE WIFE OF WILLIAM C. HOLMES, WHOSE CHRISTIAN NAME IS UNKNOWN; WILLIAM C. HOLMES, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF WILLIAM C. HOLMES, DECEASED; CATHERINE J. HOLMES, WIFE OF WILLIAM C. HOLMES; CATHERINE J. HOLMES, IF LIVING AND MARRIED THE HUSBAND OF CATHERINE J. HOLMES, WHOSE NAME IS UNKNOWN; CATHERINE J. HOLMES, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF CATHERINE J. HOLMES, DECEASED; JOHN A. BRADSHAW, IF LIVING AND MARRIED THE WIFE OF JOHN A. BRADSHAW, WHOSE CHRISTIAN NAME IS UNKNOWN; JOHN A. BRADSHAW, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JOHN A. BRADSHAW, DECEASED; ADALINE BRADSHAW, WIFE OF JOHN A. BRADSHAW; ADALINE BRADSHAW, IF LIVING AND MARRIED THE HUSBAND OF ADALINE BRADSHAW, WHOSE NAME IS UNKNOWN; ADALINE BRADSHAW, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ADALINE BRADSHAW, DECEASED; JAMES FRANK AND JULIA M. FRANK, HIS WIFE; JAMES FRANK, IF LIVING AND MARRIED AND WIFE OF JAMES FRANK, WHOSE CHRISTIAN NAME IS UNKNOWN; JAMES FRANK, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JAMES FRANK, DECEASED; JULIA M. FRANK, IF LIVING AND MARRIED THE HUSBAND OF JULIA M. FRANK, WHOSE NAME IS UNKNOWN; JULIA M. FRANK, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JULIA M. FRANK, DECEASED; FERDINAND A. LEHR, IF LIVING AND MARRIED THE WIFE OF FERDINAND A. LEHR, WHOSE CHRISTIAN NAME IS UNKNOWN; FERDINAND A. LEHR, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF FERDINAND A. LEHR, DECEASED; OTTIE ROBERTS, IF LIVING AND MARRIED THE WIFE OF OTTIE ROBERTS, WHOSE CHRISTIAN NAME IS UNKNOWN; OTTIE ROBERTS, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF OTTIE ROBERTS, DECEASED; ALEXANDER THOMPSON, IF LIVING AND MARRIED, THE WIFE OF ALEXANDER THOMPSON, WHOSE CHRISTIAN NAME IS UNKNOWN; ALEXANDER THOMPSON, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ALEXANDER THOMPSON, DECEASED; THE UNKNOWN WIFE OF JAMES THOMPSON, IF LIVING, WHOSE CHRISTIAN NAME IS UNKNOWN; THE WIFE OF JAMES THOMPSON, WHOSE CHRISTIAN NAME IS UNKNOWN, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JAMES THOMPSON, DECEASED; THE UNKNOWN WIFE OF JAMES S. WHITE, IF LIVING, WHOSE CHRISTIAN NAME IS UNKNOWN: THE UNKNOWN WIFE OF JAMES S. WHITE, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF THE UNKNOWN WIFE OF JAMES S. WHITE, DECEASED; ANTHONY SWAIN, IF LIVING AND MARRIED, THE WIFE OF ANTHONY SWAIN, WHOSE CHRISTIAN NAME IS UNKNOWN; ANTHONY

SWAIN, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ANOTHONY SWAIN, DECEASED; WILLIAM LAIN, IF LIVING AND MARRIED, THE WIFE OF WILLIAM LAIN, WHOSE CHRISTIAN NAME IS UNKNOWN; WILLIAM LAIN, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF WILLIAM LAIN, DECEASED; MAHALA LAIN, IF LIVING AND MARRIED, THE HUSBAND OF MAHALA LAIN, WHOSE NAME IS UNKNOWN; MAHALA LAIN, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF MAHALA LAIN, DECEASED; WILLIAM LANE, IF LIVING AND MARRIED, THE WIFE OF WILLIAM LANE, WHOSE CHRISTIAN NAME IS UNKNOWN; WILLIAM LANE, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF WILLIAM LANE, DECEASED; MAHALA LANE, IF LIVING AND MARRIED, THE HUSBAND OF MAHALA LANE, WHOSE NAME IS UNKNOWN; MAHALA LANE, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF MAHALA LANE, DECEASED; ELIZABETH SHIRTLIFF, IF LIVING AND MARRIED, THE HUSBAND OF ELIZABETH SHIRTLIFF, WHOSE NAME IS UNKNOWN; ELIZABETH SHIRTLIFF, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ELIZABETH SHIRTLIFF, DECEASED; JANE SWAIN, IF LIVING AND MARRIED, THE HUSBAND OF JANE SWAIN, WHOSE NAME IS UNKNOWN; JANE SWAIN, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENATIVES OF JANE SWAIN, DECEASED; JOHN SHANKLAND, IF LIVING AND MARRIED, THE WIFE OF JOHN SHANKLAND, WHOSE CHRISTIAN NAME IS UNKNOWN; JOHN SHANKLAND, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JOHN SHANKLAND, DECEASED; CORRILLA SHANKLAND, IF LIVING AND MARRIED, THE HUSBAND OF CORRILLA SHANKLAND, WHOSE NAME IS UNKNOWN; CORRILLA SHANKLAND, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF CORRILLA SHANKLAND, DECEASED; HENRY H. MOORE, IF LIVING AND MARRIED, THE WIFE OF HENRY H. MOORE, WHOSE CHRISTIAN NAME IS UNKNOWN; HENRY H. MOORE, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF HENRY H. MOORE, DECEASED; JESSE R. COPE, IF LIVING AND MARRIED, THE WIFE OF JESSE R. COPE, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF JESSE R. COPE, DECEASED; HOMER BROOK, IF LIVING AND MARRIED, THE WIFE OF HOMER BROOK, WHOSE CHRISTIAN NAME IS UNKNOWN; HOMER BROOK, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF HOMER BROOK, DECEASED; GEORGE STOUT, IF LIVING AND MARRIED, THE WIFE OF GEORGE STOUT, WHOSE CHRISTIAN NAME IS UNKNOWN; GEORGE STOUT, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF GEORGE STOUT, DECEASED; DANIEL STOUT, IF LIVING AND MARRIED, THE WIFE OF DANIEL STOUT, WHOSE CHRISTIAN NAME IS UNKNOWN; DANIEL STOUT, IF LIVING, IF DEAD, THE WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF DANIEL STOUT, DECEASED; ELIZABETH STATON, IF LIVING AND MARRIED, THE HUSBAND OF ELIZABETH STATON, WHOSE NAME IS UNKNOWN; ELIZABETH STATON, IF LIVING, IF DEAD, THE UNKNOWN WIDOWER, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ELIZABETH STATON, DECEASED; ROBERT MOORE, IF LIVING AND MARRIED, THE WIFE OF ROBERT MOORE, WHOSE CHRISTIAN NAME IS UNKNOWN; ROBERT MOORE, IF LIVING, IF DEAD, THE UNKNOWN WIDOW, HEIRS, DEVISEES, LEGATEES AND LEGAL REPRESENTATIVES OF ROBERT MOORE, DECEASED; M. JANE FRANK; MILLARD T. HUNTER; CLEO L. HUNT AND LAURA HUNT, HIS WIFE;

Comes now the defendants, Millard T. Hunter, M. Jane Frank, Cleo L. Hunt and Lura Hunt, his wife and file their separate and several answer herein, which

answer is in the words and figures as follows, to-wit: (H.I.).

And now comes the plaintiff 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 all of the above named defendants, save and except Millard T. Hunter, M. Jane Frank, Cleo L. Hunt and Lura Hunt, his wife, have been duly notified of the pendency of this action by three successive publications in the Danville Gazette, a weekly newspaper of general circulation, printed and published in the Town of Danville, County of Hendricks, State of Indiana, the last of which said publications was made more than 30 days before the 4th day of June, 1934, being in the May Term of the Hendricks Circuit Court, and the same being the return day endorsed on plaintiff's complaint herein upon order of the court authorizing notice by publication.

And now all of said defendants, except Millard T. Hunter, M. Jane Frank, Cleo L. Hunt and Lura Hunt, his wife, are three times loudly called in open court but come not and herein wholly make default.

And now this cause is submitted to the court for trial, finding and decree without the intervention of a jury. And the court having examined the complaint herein, and having heard the evidence in support of plaintiff's complaint and being fully advised in the premises finds that the plaintiff is the owner in fee simple of the following described real estate in Hendricks County, State of Indiana, to-wit:

The southeast quarter of Section 18, Township 16 North of Range 2 East, except the right-of-way of the Railroad Company across said section.

Also, the East half of the Northeast Quarter and the East 53 rods of the West half of the Northeast Quarter of said Section 18, Township 16 North of Range 2 East, estimated to contain 289 acres, more or less.

The Southwest fractional quarter of Section 7, Township 16 North of Range 2 East of the Second Principal Meridian, containing 121.72/100 acres, more or less.

Also, all that part of the Northwest fractional quarter of Section 18, Township 16 North of Range 2 East, that lies North of the Brownsburg and Indianapolis Gravel Road, bounded and described as follows:
Beginning at the Northwest corner of said Northwest fractional quarter of Section 18; and running thence South 117 rods 6½ links to the Brownsburg and Indianapolis Gravel Road; thence South 70 degrees East 127.32/100 rods to the East line of said Northwest fractional quarter Section; thence North 154 rods 16 links to the Northeast corner of said Northwest fractional quarter section; and thence West 122 rods to the North west corner of said Northwest fractional quarter to the place of beginning, containing 104 38/100 acres, more or less.

Also, 27 acres of even width off of the entire West side of the West half of the Northeast Quarter of Section 18, Township 16 North of Range 2 East, containing in all 253 10/100 acres, more or less.

Also, 15.08 acres in the South half of the Northwest Quarter of Section 7, Township 16 North of Range 2 East bounded and described, as follows, to-wit: Beginning at the Southwest corner of said quarter section; and running thence North 30 rods and 4 links; thence East 80 rods; thence South 30 rods and 4 links; and thence West 80 rods to the place of beginning, containing 15.08 acres, more or less.

And the court further finds that the claims of the defendants, and each of them, are each and all without any right whatever, and unfounded and that the defendants, and each of them, have no estate, right, title or interest whatsoever in or to said land or premises or any part thereof, and that plaintiff is entitled to have her title quieted as against each and all of said defendants and against the world.

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

real estate and premises or any part thereof.

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

STATE OF INDIANA ON RELATION)
OF LUTHER F. SYMONS, BANK)
COMMISSIONER.)
VS) # 13635 ORDER TO PAY DIVIDENDS AND AN
HUNTER BANK) ALLOWANCE TO RECEIVER FOR FEE

Comes now Harney F. Semones the duly qualified and acting receiver of the Hunter Bank, Brownsburg, Hendricks County, Indiana, and files the following verified petition asking therein for authority to pay to the depositors a ten percent dividend due them as shown on their deposits by the books of said bank and an allowance to the receiver as payment on his fee, which petition is in words and figures as follows to-wit (here insert).

And the court being duly advised in the premises finds that the petition of the said receiver should be granted and that said receiver should be given authority to pay to the depositors of said bank a ten percent dividend on the deposits of said depositors as shown by the books of said bank and that an allowance be made to said receiver of fifteen hundred ($1500.00) dollars.

It is therefore ordered and adjudged by the court that Harney F. Semones as receiver of Hunter Bank, Brownsburg, Indiana, be, and he is, hereby authorized, to pay from the funds now in his hands as such receiver a ten percent dividend to said depositors of the said Hunter Bank as shown by the books of said Hunter Bank and he may pay to himself the sum of fifteen hundred ($1500.00) dollars as an allowance on his fee.

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

A. J. Stevenson, Judge.

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(N O C O U R T)

Thursday Morning, July 5th, 1934.

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

M. M. KRINGER)
VS) # 14338 _E_N_T_R_Y_
LINCOLN PROTECTIVE CORPORATION)

Comes now the plaintiff in the above entitled cause by counsel, Edgar M. Blessing, and comes also the defendant and files its answer herein, which answer is in the words and figures as follows, to-wit: (H.I.), and this cause being at issue on the verified complaint and the answer of the defendant admitting the allegations of the complaint, and consenting to an immediate hearing thereon, said cause is now submitted to the court for trial, finding and decree. And the court having heard the evidence and being fully advised in the premises finds the allegations of the complaint to be true and that a receiver should be appointed for the defendant herein to take charge of the assets of said company and be authorized to liquidate the same.

It is, therefore, ordered, adjudged and decreed that John C. Taylor be, and he is, hereby appointed receiver for the defendant herein, and said receiver is hereby authorized and instructed to take possession of all of the assets and the business of said defendant, as such receiver, and to exercise all of the powers usually conferred upon receivers in such cases and to immediately proceed to liquidate said company and to carry out the instructions of this court, and to distribute the assets of said defendant corporation according to the order and direction of this court.

It is further ordered that said receiver execute his undertaking in bond to the approval of the court in the sum of $1000.00, for the faithful performance and discharge of his duties as such receiver. And now comes John C. Taylor, so appointed receiver herein, and presents his bond in the penal sum of $1000.00 with Edgar M. Blessing as surety thereon, which said bond is hereby approved by the court.

And now said John C. Taylor takes his oath as such receiver, which oath is in the words and figures as follows, to-wit: (H.I.)

HARVEY L. LANDER)
VS) # 14339 _E_N_T_R_Y_
GREAT WESTERN PROTECTIVE)
CORPORATION)

Comes now the plaintiff in the above entitled cause by counsel, Edgar M. Blessing, and comes also the defendant and files its answer herein, which answer is in the words and figures as follows, to-wit: (H.I.), and this cause being at issue on the verified complaint and the answer of the defendant admitting the allegations of the complaint, and consenting to an immediate hearing thereon, said cause is now submitted to the court for trial, finding and decree. And the court having heard the evidence and being fully advised in the premises finds the allegations of the complaint to be true and that a receiver should be appointed for the defendant herein to take charge of the assets of said company and be authorized to liquidate the same.

It is, therefore, ordered, adjudged and decreed that John C. Taylor be, and he is, hereby appointed receiver for the defendant herein, and said re-

ceiver is hereby authorized and instructed to take possession of all of the assets and the business of said defendant, as such receiver, and to exercise all of the powers usually conferred upon receivers in such cases and to immediately proceed to liquidate said company and to carry out the instructions of this court, and to distribute the assets of said defendant corporation according to the order and direction of this court.

It is further ordered that said receiver execute his undertaking in bond to the approval of the court in the sum of $1000.00, for the faithful performance and discharge of his duties as such receiver. And now comes John C. Taylor, so appointed receiver herein, and presents his bond in the penal sum of $1000.00 with Edgar M. Blessing as surety thereon, which said bond is hereby approved by the court.

And now said John C. Taylor takes his oath as such receiver, which oath is in the words and figures as follows, to-wit: (H.I.)

R. E. BUSART)
VS) # 14340 _E_N_T_R_Y_
BANKERS & MERCHANTS PROTECTIVE)
CORPORATION)

Comes now the plaintiff in the above entitled cause by counsel, Edgar M. Blessing, and comes also the defendant and files its answer herein, which answer is in the words and figures as follows, to-wit: (H.I.), and this cause being at issue on the verified complaint and the answer of the defendant admitting the allegations of the complaint, and consenting to an immediate hearing thereon, said cause is now submitted to the court for trial, finding and decree. And the court having heard the evidence and being fully advised in the premises finds the allegations of the complaint to be true and that a receiver should be appointed for the defendant herein to take charge of the assets of said company and be authorized to liquidate the same.

It is, therefore, ordered, adjudged and decreed that John C. Taylor be, and he is, hereby appointed receiver for the defendant herein, and said receiver is hereby authorized and instructed to take possession of all of the assets and the business of said defendant, as such receiver, and to exercise all of the powers usually conferred upon receivers in such causes and to immediately proceed to liquidate said company and to carry out the instructions of this court, and to distribute the assets of said defendant corporation according to the order and direction of this court.

It is further ordered that said receiver execute his undertaking in bond to the approval of the court in the sum of $1000.00, for the faithful preformance and discharge of his duties as such receiver. And now comes John C. Taylor, so appointed receiver herein, and presents his bond in the penal sum of $1000.00 with Edgar M. Blessing as surety thereon, which said bond is hereby approved by the court.

And now said John C. Taylor takes his oath as such receiver, which oath is in the words and figures as follows, to-wit: (H.I.)

GEORGE V. VAUGHAN)
VS) # 13850
HENRY C. RODNEY, ET AL.)

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 that this cause be and the same is hereby dismissed.

HARVEY GARSHWILER)
VS) # 14276 Judgt. vs Defts for $4000.00 and Costs.
INDEPENDENT BEVERAGE) J. D. 16, Page 223.
COMPANY, INC. ET AL.)

Come now the parties, by counsel, 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 defendants, Independent Beverage Company, Inc., and Wendell Odell, the sum of $4000.00, together with the costs of this action, taxed at _____dollars and _____cents.

JOHN F. MITHOEFER, ET AL.)
VS) # 13999 Judgt. vs Pltfs. for amounts set out in decree and costs.
CITY OF INDIANAPOLIS, ET AL.) D E C R E E J.D. 16, Pages 224 to 239.

Come the parties and the Court having heard evidence and being duly advised finds for the defendants upon plaintiffs' complaint and for the defendant, the Sheehan Construction Company, upon each of the cross complaints, and that the matters and things set forth in said cross complaints and each of them are true and that the cross-complainant, the Sheehan Construction Company, has and holds liens for public improvements installed by such cross-complainant against each of the parcels of real estate of each of the said plaintiffs and defendants to the cross complaint, as alleged in said cross complaint.

It is now therefore adjudged and decreed by the Court that the defendants have and recover of the plaintiffs their costs in this action taxed in the sum of $_____.

It is further adjudged and decreed by the Court that Emma F. Askren is the owner of the following described real estate situated in the City of Indianapolis in Marion County, to-wit:-

Pt. West Half N. E. ¼, 30-16-5 59.35 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $47.48.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Emma F. Askren, and that there is due upon said lien the sum of $47.48, together with interest thereon in the sum of $25.64, and attorney's fees in the sum of $7.31, making a total amount due on such lien the sum of $80.43.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that W. M. Goold is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Lots 7, 14, 8, 9 and 10 in Warren Park, an addition to
Indianapolis, Indiana

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $25.77, viz:

Lot 7, $9.19 Lot 8, $3.81 Lots 9 and 10 $3.78 each, lot 14 $5.21

That the cross-complainant, the Sheehand Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehand Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said W. M. Goold, and that there is due upon such lien the sum of $25.77, together with interest thereon in the sum of $13.92,

Lot 7, $4.96-Lot 14-$2.82 Lot 8 $2.06 Lot 9 $2.04 Lot 10 $2.04

and attorney's fees in the sum of $5.00, making a total amount due on such lien in the sum of $44.69.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Walter S. Irwin is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W. ½ (Ex. Rt. Way Traction Co.) & Ex. 2 Ac. N.W. Cor. N.W.¼ N½ NW¼ SW¼ 25-16-4 .94 Ac., assessed at $ 188.00

Also S. E. Cor. of 88 Ac. S.Side of S.E.¼ 23-16-4 15.7 Ac. assessed at $12.56

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $200.56,

That the cross-complainant, Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further finds that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Walter S. Irwin, and that there is due upon such lien the sum of $200.56, together with interest thereon, in the sum of $108.30,

94 acres $108.30 25-16-4 15.7 acres $6.78 23-16-4

and attorney's fees, in the sum of $30.89, making a total amount due on such lien in the sum of $339.75.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Harry Hansing is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N.W.¼ S.W ¼ 24-16-4 25.07 Acres, assessed at $20.06.

ALSO E. ½ S. W. ¼ 24-16-4 80 acres, assessed at $64.00.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $84.06.

That the cross-complainant, Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and

superior to all other liens, except taxes.

The Court further finds that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Harry Hansing, and that there is due upon such lien the sum of $84.06, together with interest thereon, in the sum of $45.40,

NW¼SW¼ 24-16-4 $10.34 E½SW¼ 24-16-4 $34.56

and attorney's fees in the sum of $12.95, making the total amount due on such lien the sum of $142.41.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Henry Mayer is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit

915.6' E.S.W ½ NE¼ 25-16-4 53.21 acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $106.42.

That the cross complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Henry Mayer, and that there is due upon such lien the sum of $106.42, together with interest thereon in the sum of $57.46, and attorney's fees in the sum of $16.39, making a total amount due on such lien the sum of $180.27.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Thomas F. Askren is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N.E.¼ 36-16-4 160 Acres assessed At $320.00 ALSO W.S.W.½ N.W. ¼ 31-16-5 20 acres. assessed at $40.00

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $360.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Thomas F. Askren, and that there is due upon such lien the sum of $360.00, together with interest thereon in the sum of $194.40,

NE¼ 36-16-4 $194.40 S. W.½NW¼ 31-16-5 $21.60

and attorney's fees in the sum of $55.44, making a total amount due on such lien the sum of $609.84.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Andrew J. Van Sickle is the owner of the following described real estate situated in the City of Indianapolis, in Marion County, Indiana, to-wit:

N. Side W½ (Ex. Rt. Way R. R. & Traction Co.) and (Ex. 40'x60') N.W.¼ 30-16-5 24.79 acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $49.58.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have said lien foreclosed against the said Andrew J. Van Sickle, and that there is due upon such lien the sum of $49.58, together with interest thereon in the sum of $26.77, and attorney's fees in the sum of $7.63, making a total amount on such lien the sum of $83.98.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John T. Askren and John T. Askren No. 2 are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Lots 7 to 10 inclusive Pasadena Heights; 19 to 30 inclusive Pasadena Hts.
33 " 35 " " " ; 39 " 44 " " "
46 " 59 " " " ; 63 " 65 " " "
67 " 80 " " " ; 83 " 94 " " "

ASSESSED AT: Lots 7 and 8 $2.00 each, 9 and 10 $1.00 each.
lots 19 to 30 incl. $2.00 each, 33 to 35 $1.00 each, 39 & 40$1.00 each.
lots 41 to 44 $2.00 each, 46 to 56 $2.00 each, 57 to 59 $1.00 each,
lots 63 and 64 $1.00 each, lot 65 at $2.00, 67 to 80 $2.00 each, 83 to 88 $1.00 each
89 to 94 at $2.00 each.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $118.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said John T. Askren and John T. Askren No. 2, and that there is due upon such lien the sum of $118.00, together with interest thereon in the sum of $63.72,

9, 10, 33 to 35, 39, 40, 57 to 59, 63, 64, 83 to 88 interest .54 - Lots 7, 8, 19 to 30
41 to 44,46 to 56,65,67 to 80,89 to 94 interest $1.08 each
and attorney's fees in the sum of $18.17, making a total amount due on such lien in the sum of $199.89.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Charles Meyers is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. of R. R. W. Side East ½ N. W. ¼ 25-16-4 7 acres.

and the said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $14.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Charles Meyers, and that there is due upon such lien the sum of $14.00, together with interest thereon in the sum of $7.56, and attorney's fees, in the sum of $5.00, making a total amount due on such lien the sum of $26.56.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Fred K. Hinchman and Grace C. Hinchman are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. W. Cor. N W. ¼ 36-16-4 3 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $12.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Fred K. Hinchman and Grace C. Hinchman, and that there is due upon such lien the sum of $12.00, together with interest thereon in the sum of $1.70, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $18.70.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Louisa C. Johnson and Charles E. Johnson are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W. ½ S. E. ¼ 24-16-4 80 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $160.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Louisa C.

Johnson and Charles E. Johnson, and that there is due upon such lien the sum of $160.00, together with interest thereon in the sum of $86.40, and attorney's fees in the sum of $24.64, making a total amount due on such lien the sum of $271.00.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Alice A. Hite is the owner of the following described real estate situated in the City of Indianapolis in Marion County, to-wit:

N. of C. H. & D. Ry (Ex. Rt. of Way Trac. Co.) S. E. ¼ 11-15-4 33 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $132.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Alice A. Hite, and that there is due upon such lien the sum of $132.00, together with interest thereon in the sum of $71.28, and attorney's fees, in the sum of $20.33, making a total amount due on such lien the sum of $223.61.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Inda Myers is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. End E ½ N. E. ¼ 1-15-4 3.506 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $7.01.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Inda Myers, and that there is due upon such lien the sum of $7.01, together with interest thereon in the sum of $3.79, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $15.80.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Lettie D. Preston is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. Side W. Pt. S.W.¼ 30-16-5 51.12 Acres, assessed at $102.24
S.End (Ex. Rt. Way) S. W. ¼ 19-16-5 46.50 Acres, assessed at $37.20

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $139.44.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Lettie D. Preston, and that there is due upon such lien the sum of $139.44 together with interest thereon in the sum of $75.30
n.S.W.Pt.S.W.¼ 30-16-5 $55.21 S.End (Ex.Rt.Way) S.W.¼ 19-16-5 $20.09
and attorney's fees, in the sum of $21.47, making a total amount due on such lien the sum of $236.21.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary F. Rice is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Part E. ½ N.E.¼ 2-15-4 6.18 Acres, assessed at $24.12 interest of $13.02
324' W. line x 404 4/5' S.W.Cor. E. ½ N.E.¼ & S. End. E. ½ N E¼
2-15-4 E 6.93, assessed at $27.72 interest of $14.97

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $51.84.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Mary F. Rice, and that there is due upon such lien the sum of $51.84, together with interest thereon in the sum of $27.99, and attorney's fees, in the sum of $7.98, making a total amount due on such lien the sum of $87.81.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Carolyn L. Askren and George W. Askren are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Pt. E. ½ N.E.¼ 2-15-4 10.47 Acres. assessed at $40.85 ALSO 25.66 rods N.Line x 106 Rods E. line, N.E. Cor. N. E. ¼ 2-15-4 17 Acres, assessed $68.00
ALSO 625' S. line 478.5' W. L. Com. 77 rods S. of N. W. Corner E½
(Ex. Sts) N. E. ¼ 2-15-4 6.65 Acres, assessed at $26.60

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $135.45.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Carolyn L. Askren and George W. Askren, and that there is due upon such lien the sum of $135.45, together with interest thereon in the sum of $73.14,

Pt.E½NE¼ 2-15-4 $22.06.25.66 rds. N.L.x106 Rds.E.L.N.E.Cor. NE¼ 2-15-4 $51.08
625'S.L.478.5'W.L.Com.77 rds.S of N.W.Cor E½(Ex.sts)NE.¼ 2-15-4 $14.36

and attorney's fees in the sum of $20.85, making a total amount due on such lien the sum of $229.44.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Henry C. Askren is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Belt R.R. & Nat. Rd. 373.4'W of E.L of W.½ SW¼ 1-15-4 16.96 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $169.60.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Henry C. Askren, and that there is due such lien the sum of $169.60, together with interest thereon in the sum of $91.58, and attorney's fees in the sum of $26.11, making a total amount on such lien the sum of $287.29.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Gerald D. Shortridge is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Com. 554.4' S. of N.E. Cor. W. ½ N.E.¼ 1-15-4 7 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $35.00.

That the cross-complainant, the Sheehand Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Gerald D. Shortridge, and that there is due upon such lien the sum of $35.00, together with interest thereon in the sum of $18.90, and attorney's fees, in the sum of $5.00, making a total amount due on such lien the sum of $58.90.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Arley Shirley and Luther Shirley are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W. ½ (Ex. N. Edd.) N. W. ¼ 36-16-4 63 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $252.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Arley Shirley and Luther Shirley, and that there is due upon such lien the sum of $252.00, together with interest thereon in the sum of $136.08, and attorney's fees, in the sum of $38.80 making a total amount due on such lien in the sum of $426.88.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Alonzo Snyder is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Mid. Pt. E. ½ N. E. ¼ 1-15-4 E. 8.625 Acres, assessed at $17.25
W. ½ E. ½ S. E. ¼ 36-16-4 40 Acres, assessed at $80.00.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $97.25.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Alonzo Snyder, and that there is due upon such lien the sum of $97.25, together with interest thereon in the sum of $52.52,

Mid.Pt.E½NE¼ 1-15-4 E interest $9.32 W½E½SE¼ 36-16-4 interest $43.20

and attorney's fees, in the sum of $14.98, making a total amount due on such lien the sum of $164.75.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Norman H. Shortridge is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. E. Cor. W. ½ N. E. ¼ 1-15-4 6 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $30.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior

to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Norman H. Shortridge, and that there is due upon such lien the sum of $30.00, together with interest thereon in the sum of $16.20, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $51.20,

The the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Harry Cotton is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

709.5' N.S. (Ex. 693 x 690 N.W.Pt.) S.W.¼ 19-16-5 23.69 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $18.95.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Harry Cotton, and that there is due upon such lien the sum of $18.95, together with interest thereon in the sum of $10.23, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $34.18.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Saul Munter is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. W. ¼ Sec. 35-16-4 152 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $608.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Saul Munter, and that there is due upon such lien the sum of $608.00, together with interest thereon in the sum of $328.32, and attorney's fees, in the sum of $93.63 making a total amount due on such lien the sum of $1029.95.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Wm. F. Koehler

and Clara Koehler are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. of R. R. N. E. ¼ N. E. ¼ 25-16-4 13.71 Acres, assessed at $27.42

S. of 709 ½ Ft. N. Side, S. W. ¼ 19-16-5 44.31 Acres, assessed at $35.45

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $62.87.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Wm. F. Koehler and Clara Koehler, and that there is due upon such lien the sum of $62.87, together with interest thereon in the sum of $33.95,

N of RRNE¼NE¼ 25-16-4 $14.81 S of 709½' N Side SW¼

and attorney's fees in the sum of $ 9,68, making a total amount due on such lien in the sum of $106.50.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary Elanor Shearer is the owner of the following described real estate situated in the City of Indianapolis, in Marion County, Indiana, to-wit:

E. ½ S. E. ¼ 35-16-4 80 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $320.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Mary Elanor Shearer, and that there is due upon such lien the sum of $320.00 together with interest thereon in the sum of $172.00 and attorney's fees in the sum of $49.28, making a total amount due on such lien the sum of $542.08.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John T. Askren (No. 1) is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

SEW½SW¼ 38.82 acres and E½SW¼ 80 acres, and W½SW½SE¼ 25-16-4 20 acres, assessed together in the sum of $275.00

S. of RR.WSE½ Ex. Rt. Way Tr. Co. NW¼ 25-16-4, 6.75 acres, assessed at $13.50

SS WPt. SW¼ 30-16-5 55.12 acres, assessed at $110.24

and that said real estate was assessed for the improvement alleged in plaintiff's complaint in the sum of $398.74.

That the cross-complainant, the Sheehan Construction Company, has and holds a liew upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said John T. Askren (NO. 1) and that there is due upon such lien the sum of $398.74 together with interest thereon in the sum of $215.32, as follows:
SE¼SW¼ 38.82 acres & E½SW¼ 80 acres & WSW¼SE¼ 25-16-4 20 acres, with interest of $148.50, and S of RRWSE¼ EX.Rt. Way Tr. Co. NW¼ 25-16-4 interest of $7.29, and SSW Pt. SW¼ 30-16-5, 55.12 acres, with interest of $59.53, and attorneys fees in the sum of $64.33, making a total amount due on such lien the sum of $678.39.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John T. Askren (No. 2) is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:
S ½ E ½ S E ¼ 26-16-4 40 acres, assessed at $80.00, with interest of $43.20
E ½ Ex. 2 Ac. N. E. ¼ 35-16-4, 77.5 Ac., assessed at $310.00, with interest of $167.40
and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $390.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said John T. Askern (No. 2), and that there is due upon such lien the sum of $390.00, together with interest thereon in the sum of $210.60, and attorney's fees in the sum of $60.06, making a total amount due on such lien the sum of $660.66.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Daniel S. Michael is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:
S.Pt. N.E.¼ 24-16-4 72 acres, assessed at $57.60, with interest of $31.10.
Also (Ex. 2½ Ac. & Rt. Way Tr. Co. W½ SE¼ Sec. 19-16-5, 45.5 Acres,
assessed at $36.40, with interest of $19.66.
and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $94.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Daniel S.

Michael, and that there is due upon such lien the sum of $94.00, together with interest thereon in the sum of $50.76, and attorney's fees in the sum of $13.87, making a total amount due on such lien the sum of $158.63.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Benjamin H. Askren is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:
W. 1/2, N. E. 1/4, 35-16-4, 79.5 Ac.
and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $318.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Benjamin H. Askren, and that there is due upon such lien the sum of $318.00, together with interest thereon in the sum of $171.72, and attorney's fees in the sum of $538.69.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John Cotton and Phoebe A. Cotton are the owners of the following described real estate situated in the City of Indianapolis, in Marion County, Indiana, to-wit:
N.W. Cor. S. W. ¼ 19-16-5 10.50 acres, assessed at $8.40, with interest of $4.54.
Also E½ S. E. ¼ 24-16-4 80 acres, assessed at $64.00, with interest of $34.56.
and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $72.40.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said John Cotton and Pheobe A. Cotton, and that there is due upon such lien the sum of $72.40, together with interest thereon in the sum of $39.10, and attorney's fees in the sum of $11.16, making a total amount due on such lien the sum of $122.66.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Laura Schwier is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:
So. of 20 Ac. N. End W. 1/2, S. W. 1/4, 25-16-4, 21.18 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $42.36.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Laura Schwier, and that there is due upon such lien the sum of $42.36, together with interest thereon in the sum of $22.87, and attorney's fees in the sum of $6.52, making a total amount due on such lien the sum of $71.75.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Albert A. Loutt and Nancy E. Loutt are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

20 rods E. side, 24-16-4, So. W. 1/4 of S. W. 1/4, 10 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $8.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Albert A. Loutt and Nancy E. Loutt, and that there is due upon such lien the sum of $8.00, together with interest thereon in the sum of $4.32, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $17.32.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Salathial A. White is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. 1/2, S. 1/2, S. W. 1/4, 36-16-4, 40 Ac.

and that said real estate was assessed for the improvement alleged in plaintiff's complaint in the sum of $160.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Salathial A. White, and that there is due upon such lien the sum of $160.00, together with interest thereon in the sum of $86.40, and attorney's fees in the sum of $24.64, making a total amount due on such lien the sum of $271.04.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John L. Ellenberger is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Bet.R.R. & Nat. Rd. Pt.E.Side SW¼ SW¼ 1-15-4,8 acres, assessed at $32.00 with interest of $17.28.
Also 340' NL x 2674.20' WL (Ex.WCor SE¼ 34-16-4, 20.9 acres, assessed at 175.56, with interest of $94.82.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $207.56.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said John L. Ellenberger, and that there is due upon such lien the sum of $207.56, together with interest thereon in the sum of $112.08, and attorney's fees in the sum of $32.04, making a total amount due on such lien the sum of $351.68.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Nannie M. White is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W. 1/2, E. 1/2, W. 1/2 S. E 1/4, 36-16-4, 20 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $40.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Nannie M. White, and that there is due upon such lien the sum of $40.00, together with interest thereon in the sum of $21.60, and attorney's fees in the sum of $6.16, making a total amount due on such lien the sum of $67.76.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Roland M. Cotton and Callie S. Cotton are the owners of the following described real estate situated in the City of Indianapolis, in Marion County, Indiana, to-wit:

N. E. Cor. W. ½ N. W. ¼ Sec. 36-16-4 3.75, acres, assessed at $15.00 with interest in the amount of $8.10

Com. 249.7' E of N. W. Cor. W½ N.W¼ Sec. 36-16-4, 6 acres, assessed at $24.00, with interest in the amount of $12.96.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $39.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described realestate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Rolland M. Cotton and Callie S. Cotton, and that there is due upon such lien the sum of $39.00, together with interest thereon in the sum of $21.06, and attorney's fees in the sum of $10.00, making a total amount due on such lien in the sum of $70.06.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Eugene Buhmiller and Bertha Buhmiller are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

271.07' N. Line x 803.50' Com. 1626.42' E. of N.W.Cor.S.W.1/4 35-16-4, 5 ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $20.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Eugene Buhmiller and Bertha Buhmiller, and that there is due upon such lien the sum of $20.00, together with interest thereon in the sum of $10.80, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $35.80.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that William Mayer and Evelyn Mayer are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

M. P. M. W. 1/4, 25-16-4, 43.66 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $87.32.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said William Mayer and Evelyn Mayer, and that there is due upon such lien the sum of $87.32, together with interest thereon in the sum of $47.15, and attorney's fees in the sum of $13.45, making a total amount due on such lien the sum of $147.92.

That the Clerk of this Court is ordered to cause a copy of this judgment

and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary Frenzel, Alice Loutt and Nancy E. Loutt are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

26-2/3 rods W. line, 60 rods, Com. 53-1/3 rods So. of N.W.Cor. S.W. 1/4 S. W. 1/4, 24-16-4 10 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $8.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Mary Frenzel, Alice Loutt and Nancy E. Loutt, and that there is due upon such lien the sum of $8.00, together with interest thereon in the sum of $4.32, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $17.32.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary E. Wiese and Frank L. Wiese are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

So.Side, N.W. 1/4, & S.W. 1/4, N. E. 1/4, 19-16-5, 76 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $60.80.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Mary E. Wiese and Frank L. Wiese, and that there is due upon such lien the sum of $60.80, together with interest thereon in the sum of $32.83, and attorney's fees, in the sum of $9.36, making a total amount due on such lien the sum of $102.99.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Walter H. Shortridge is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

948 1/2' S. Line x 349.45' W. Line E. 1/2 N. W. 1/4 1-15-4, 7.62 ac

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $76.20.

That the cross-complainant, the Sheehan Construction Company, has

and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Walter H. Shortridge, and that there is due upon such lien the sum of $76.20, together with interest thereon in the sum of $41.15, and attorney's fees in the sum of $11.74, making a total amount due on such lien the sum of $129.09.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that William H. Shearer is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

E. ½ N. W. ¼ 34-16-4 11.985 acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $251.68.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said William M. Shearer, and that there is due upon such lien the sum of $ 251.68, together with interest thereon in the sum of $135.91, and attorney's fees in the sum of $38.76, making a total amount due on such lien the sum of $426.35.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Marion Silver is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

478.64' N. end of E. ½ NW¼ 12-15-4 14.36 acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $57.44.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Marion Silver, and that there is due upon such lien the sum of $57.44, together with interest thereon in the sum of $31.02, and attorney's fees in the sum of $8.85, making a total amount due on such lien the sum of $97.31.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Josie Ellen Driscoll is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

26-2/3 rods W. line x 60 rods, Com. 26-2/3 rods So. of N. W. Corner, S. W. 1/4, 24-16-4, 10 Acres,

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $8.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Josie Ellen Driscoll, and that there is due upon such lien the sum of $8.00, together with interest thereon in the sum of $4.32, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $17.32.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Nancy J. Snyder is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W. 1/2, E. 1/2, E. 1/2, S. E. 1/4, 36-16-4, 18 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $36.00.

That the cross-complainant, the Sheeham Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Nancy J. Snyder, and that there is due upon such lien the sum of $36.00, together with interest thereon in the sum of $19.44, and attorney's fees in the sum of $5.54, making a total amount due on such lien the sum of $60.98.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Charles Mayer and Nina Mayer are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Pt. E. 1/4, N. W. 1/4, 25-16-4, 43.66 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $87.32.

That the cross complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company,

cross-complainant, is entitled to have such lien foreclosed against the said Charles Mayer and Nina Mayer, and that there is due upon such lien the sum of $87.32, together with interest thereon in the sum of $47.15, and attorney's fees in the sum of $13.45, making a total amount due on such lien the sum of $147.92.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Wm. V. Van Sickle is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Mid.S.Pt.N.W.¼ 30-16-5 12 ac. assessed at $24.00 interest of $12.96
N.W.Pt.E.½ NW¼ 30-16-5 28.67 ac. " " $57.34 " " $30.96
N.Pt.NE¼ 24-16-4 52.85 ac. assessed at $42.28 " " $22.83
Mid.Pt.NE¼ 24-16-4 52.85 ac " " $28.80 " " $15.55
N½(ex.20.90)Ac.E.Side) NW¼ 19-16-5 42 ac. $33.60 " " $18.14

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $186.02.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Wm. V. Van Sickle, and that these is due upon such lien the sum of $186.02, together with interest thereon in the sum of $100.44, and attorney's fees in the sum of $28.65, making a total amount due on such lien the sum of $315.11.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be ceritified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Emma J. Shank is the owner of the following described real estate situated in the City of Indianapolis, in Marion County, Indiana, to-wit:

Lots 1,3,4,6,9,10,15,16,17,19 and 20 in J. W. Irwin's Add, assessed at $2.00 ea.
" 2,5,8,11,14, and 21 in J. W. Irwin's Add. assessed at $1.00 each.
" 7 and 18 in J. W. Irwin's Add. assessed at $1.80 each.
" 12 in J. W. Irwin's Add. assessed at $1.20.
" 13 " " " " " .80¢.

Also (Ex.10Ac.W.S.) NE¼ NW¼WS½ Ex.R.Way.R.R.& Tr. C.)(Ex.S.of Ry)NE¼E½(Ex.R.R.& Tr.Co.) NE¼ 26-16-4 91.48 Ac. assessed at $182.96.

and that said real estate was assessed for the improvement alleged in plaintiffs complaint in the sum of $215.56

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Emma J. Shank, and that there is due upon such lien the sum of $215.56, and interest thereon in the sum of $116.97, as follows:

Lots 1,3,4,6,9,10,15,16,17,19 & 20 at $2.00 each.....$11.88
" 2,5,8,11,14 & 21 at $1.00 each.....$ 3.24
" 7 & 18 in J. W. Irwin's Add at $1.80 each.....$ 1.94
Lot 12 in J. W. Irwin's Add. assessed at $1.20..... .68
" 13 " " " " " $ .80..... .43

Also (Ex.10 Ac.WS)NE¼NW¼Ws½(Ex.R.WayR.R.&Tr.Co)(Ex.S.ofRy) NE¼E½(Ex.R.R.& Tr.Co.)NE¼ 26-16-4 assessed at $182.96..... 98.80

and attorney's fees in the sum of $53.18, making a total amount due on such lien in the sum of $386.71.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the State in such cases provided.

It is further adjudged and decreed by the Court that Marietta Farms Company is the owner of the following described real estate situated in the City of Indianapolis, Marion County, Indiana, to-wit:

E ½ N. W. ¼ 36-16-4 80 Acres.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $320.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Marietta Farms Company, and that there is due upon such lien the sum of $320.00, together with interest thereon in the sum of $172.80, and attorney's fees in the sum of $49.28, making a total amount due on such lien the sum of $542.08.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Eddie E. White is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

W½E½SE¼ 36-16-4 40 acres assessed at $80.00 with interest of $43.20
Also NWPt. N.E.¼ 1-15-4 23 Acres, assessed at $46.00 " " $24.80

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $126.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Eddie E. White, and that there is due upon such lien the sum of $126.00, together with interest thereon in the sum of $68.04, and attorney's fees in the sum of $10.00, making a total amount due on such lien the sum of $204.04.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary E. White and Salathial A. White are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

So. 1/2, So. 1/2 S. W. 1/4 36-16-4, 40 Ac.

and that said real estate was assessed for the improvement alleged in plaintiff's complaint in the sum of $160.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Mary E. White and Salathial A. White, and that there is due upon such lien the sum of $160.00, together with interest thereon in the sum of $86.40, and attorney's fees in the sum of $24.64, making a total amount due on such lien the sum of $271.04.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Mary Shearer and Walter E. Shearer are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

E.S. E½SE¼ 25-16-4 45.40 Ac. assessed at $90.80, interest of $49.03
ESW½SE¼WSE½SE¼ESW½SE½Strip ES of 1AcW½SE¼25-16-4 58 ac. assessed at $116.00 interest of $62.64
Also W of 22 Ac.Mid.Pt.W½SE¼25-16-4 37 ac. assessed at $74.00 int. of $39.96

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $280.80.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross complainant, is entitled to have such lien foreclosed against the said Mary Shearer and Walter E. Shearer, and that there is due upon such lien the sum of $280.80, together with interest thereon in the sum of $151.63, and attorney's fees in the sum of $43.24, making a total amount due on such lien the sum of $475.67.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Wm. O. Harding and Cora E. Harding are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

20 rods, S. S. N. 1/2, S. W. 1/4, 36-16-4, 20 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $80.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Wm. O. Harding and Cora E. Harding, and that there is due upon such lien the sum of $80.00, together with interest thereon in the sum of $43.20, and attorney's fees in the sum of $12.32,

making a total amount due on such lien the sum of $135.52.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that William A. Askren is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Ex. 20 ac. W. S. 1/4 W. 1/2 31-16-5, 86.43 Acres

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $172.86.

That the cross complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said William A. Askren, and that there is due upon such lien the sum of $172.86, together with interest thereon in the sum of $93.34, and attorney's fees in the sum of $26.62, making a total amount due on such lien in the sum of $292.82.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Eddie E. White and Nannie M. White are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

E. 1/2, E. 1/2, W 1/2, S. E. 1/4, 36-16-4, 20 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $40.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Eddie E. White and Nannie M. White, and that there is due upon such lien the sum of $40.00, together with interest thereon in the sum of $21.60, and attorney's fees in the sum of $6.16, making a total amount due on such lien the sum of $67.76.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that John F. Mithoefer is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. 1/2, N. E. 1/4, E. End, N. 1/2, N. E. 1/4, 19-16-5, 6 Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $12.00.

That the cross-comolainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said John F. Mithoefer, and that there is due upon such lien the sum of $12.00, together with interest thereon in the sum of $6.48, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $23.48.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that William A. Askren and Thomas F. Askren are theowners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

So. of Pt. Way, N. E. 1/4, N. E. 1/4, 25-16-4, 23.69, Ac.

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $47.38.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said William A. Askren and Thomas F. Askren, and that there is due upon such lien the sum of $47.38, together with interest thereon in the sum of $25.59, and attorney's fees, in the sum of $7.30, making a total amount due on such lien the sum of $80.27.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that C. F. Hoffman and M. Hoffman are the owners of the following described real estate in the City of Indianapolis in Marion County, Indiana, to-wit:

Lot #76, Warren Park Add. to the City of Indianapolis,

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $5.21.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said C. F. Hoffman and M. Hoffman, and that there is due upon such lien the sum of $5.21, together with interest thereon in the sum of $2.81, and attorney's fees in the sum of $5.00, making a total amount due on such lien the sum of $13.02.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Emma C. Plummer (Louisa J. Newhouse Life Est) and Emma C. Plummer Trustee are the owners of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

Lots 37 to 45, 47 to 54, 94 to 103, 217 to 237, 257 to 410 in Hiawatha's Gardens (202 lots) assessed at .40¢ each, with interest on each lot of .22¢

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $80.80.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Emma C. Plummer (Louisa J. Newhouse Life Est) Emma C. Plummer, Trustee, and that there is due upon such lien the sum of $80.80, together with interest thereon in the sum of $44.44, and attorney's fees in the sum of $12.53, making a total amount due on such lien the sum of $137.77.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is further adjudged and decreed by the Court that Thomas J. Swarm is the owner of the following described real estate situated in the City of Indianapolis in Marion County, Indiana, to-wit:

N. ½ (Ex. 20 Rods S.S) SW¼ 36-16-4 60 acres, assessed at $240.00

and that said real estate was assessed for the improvement alleged in plaintiffs' complaint in the sum of $240.00.

That the cross-complainant, the Sheehan Construction Company, has and holds a lien upon said above described real estate, which said lien is prior and superior to all other liens, except taxes.

The Court further orders that the said Sheehan Construction Company, cross-complainant, is entitled to have such lien foreclosed against the said Thomas J. Swarm, and that there is due upon such lien the sum of $240.00, together with interest thereon in the sum of $129.60, and attorney's fees in the sum of $36.96, making a total amount due on such lien the sum of $406.56.

That the Clerk of this Court is ordered to cause a copy of this judgment and decree to be certified to the Sheriff, who is now directed to sell said real estate, or so much thereof as may be necessary to pay and discharge such lien, such sale to be made pursuant to the Statute in such cases provided.

It is now further adjudged and decreed by the Court that from the funds realized by the sheriff upon making each of the sales hereinbefore ordered that the sheriff shall make distribution of such funds in the following manner:

First: Paying all the costs and expenses of this proceeding, together with the expenses and costs of sale by the sheriff.

Second: In the payment and discharge of the liens herein adjudicated as to each of the parcels of real estate hereinbefore set out.

Third: Any balance remaining shall be distributed to the owners of the real estate as hereinbefore set out.

All of which is ordered, adjudged and decreed.

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

IN THE MATTER OF THE TRUSTEE-
SHIP OF FLORA AYRES.

It appearing to the Court that there has been left in the office of the Clerk of this court, for the use and benefit of the said Flora Ayres, incompetent, the sum of $176.16, which amount has heretofore been deposited with the Danville Trust Company; and it further appearing to the Court that the Danville Trust Company is now in the process of liquidation, the Clerk of this Court is now ordered and directed to deposit said sum in the Citizens Building Loan Fund and Savings Association of Danville, Indiana, on an interest paying basis and to keep and maintain the same until further order of the Court.

A. J. Stevenson
JUDGE HENDRICKS CIRCUIT COURT

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, A CORPORATION,)
VS) # 14101
ELIZABETH WETHERALD, AND OTHERS.)

Come the parties herein by counsel and defendant, W. Grant Riley, as executor of the last will and testament of Albert Wetherald, deceased, tenders and offers to file an answer in said cause, to the filing of which the plaintiff at the time objects for the reasons that the alleged answer is not sufficient as an affidavit in said cause; for the further reason that it does not appear from its contents that the Boone Circuit Court had jurisdiction of the rents and profits of the real estate, and that said court did not have jurisdiction thereof. The court overruled said objections. To which ruling of the court the plaintiff at the time duly excepts, and moves the court to strike out said alleged answer for the same reasons urged against its being filed in said cause. Said answer being in the words and figures as follows, to-wit:- (Here Insert).

And now the question of the appointment of a receiver in this cause is submitted to the court for trial, finding and decree. And the Court, having heard the evidence takes the matter of such appointment under advisement.

And further proceedings herein are continued.

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, A CORPORATION.)
VS) # 14102
ADA B. CREWS, AND OTHERS.)

Come the parties to this action by their respective counsel and the court, being fully advised, now overrules the motion of the defendants for a new trial of this cause. To which ruling of the court the defendants, and each one of them severally, objects and excepts, and sixty days are given the defendants in which to file bills of exceptions.

And now the question of the appointment of a re-

ceiver to collect the rents and profits and look after the real estate in question during the year of redemption coming on for hearing the matter thereof is submitted to the court for trial, finding and judgment without the intervention of a jury. And the court, having heard the evidence and being fully advised finds for the plaintiff, that the allegations of its complaint bearing upon such subject are true and that a receiver should be appointed.

It is, therefore, considered and ordered by the court that the State Bank Of Advance, Boone County, Indiana, be, and it is, appointed receiver herein to act as such receiver during the time allowed for redemption and that it serve without the giving of bond; that said receiver collect the rents and profits of the real estate described in plaintiff's mortgage, mentioned and described in this case, during the year of redemption, and that it take charge of said premises and look after the whole thereof during such time, and that the rents and profits so collected by said receiver be reported to the court for distribution, as the court shall find and determine.

THE BROOKSIDE LUMBER)
COMPANY, A CORP.)
VS) # 13338 Judgt. vs Pltf. for Costs.
HARRY P. TROST, ET AL.) J. D. 16, Page 223.

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 Brookside Lumber Company, A Corporation, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FORMAN D. McCURDY, RECEIVER)
OF THE BROOKSIDE LUMBER CO.)
VS) # 14238 Judgt. vs Defts. for Costs.
DORA L. TROST) J. D. 16, Page 224.
HARRY P. TROST)

Come now the parties, by counsel, and on showing to the Court that this cause has been settled, the same is now dismissed at the defendants' cost.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed, and the defendants, Dora L. Trost and Harry P. Trost, are ordered to pay the costs of this action, taxed at_____ dollars and _____cents.

CITIZENS BUILDING LOAN FUND)
& SAVINGS ASSN.)
VS) # 14013
CLAUDE E. KNOY, ET AL.)

Comes now the plaintiff, by counsel, and upon its 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 hereby dismissed.

GENERAL COURT ALLOWANCE FOR THE MAY TERM, 1934.

Helen Harris, Court Reporter	$ 238.24
Harry Thompson, Jury Commissioner	6.00
John G. Shelton, Jury Commissioner	6.00
West Publishing Company	20.00
Alvin Hall	25.00
Banks-Baldwin Law Publishing Company	27.50
The Lawyers Cooperative Publishing Company	60.50
Edgar A. Rice, Special Judge	150.00
Frank Tucker, Per Diem on Venued Cases	208.00
Jury for March Term:	
Alfred Cooper	93.50
Thomas Durham	51.50
Carroll Kress	51.50
Bert Hatcher	54.30
Charley Layman	96.10
Marvin Gardner	7.60
Ed Hubbard	70.90
Emil Hadley	103.90
Arlie Hawk	54.30
George D. Tucker	45.90
Lee Worrell	39.70
Robert Edwards	43.20
Jonithan Lowe	42.00
Hiner Warren	11.70
Leo Smith	7.40
Amos Smith	94.30
William Hovermale	9.00
Clyde Gray	7.60
Frank Wilson	3.30
Alvey Hawker	39.65
H. J. Ballard	50.70
Joseph B. Doll	46.80
John Mills	46.20
Howard Paff	45.60
Robert E. Smith	37.20
Walter Oldham	38.40
Glen Hampton	3.80
Leonard Mitchel	2.60
Charles Kiser	3.70
Merrill Denny	3.15
Lee Quinn	6.20
Wm. Kellum	4.10
Buell Jeffers	7.20
Charley Graham	3.20
Ora Haltsclaw	6.00
Fred McGrady	3.00
Roscoe Leak	3.60

Eunis Rhea			3.10
Charles Dale			3.80
Oscar Jeffries			3.40
Ed Rumley			3.20
Ed Leak			3.70
Charles Logue			3.50
Walter S. Moon			3.70
Fred Hadley			2.55
Emil Hadley			3.90
Bert Hatcher			3.70
Robert Edwards			3.70
East Side Restaurant		13 Meals @ 50c	6.50
Green Tea Cafe		13 " " "	6.50
Ed Crawley	Mid night Lunch 3.80	13 Meals @ 50	10.30
John Houseman	Breakfast $4.50	26 Meals @ 50c	17.50
Danville Cafe		13 Meals @ 50	6.50
Jury for May Term;			
John Kurtz			12.40
Evert Stanley			24.70
Lee Greenlee			19.00
Russell Marsh			25.90
Ray Briner			21.70
Gilbert Bryant			19.90
Fred Parker			20.50
Glen Duncan			13.00
Ben Scott			22.90
Russell Griffith			13.60
Irwin Burns			9.00
Floyd Parker			15.50
John Lopossa			15.00
Cyrus Stanley			15.20
Charles G. Miles			16.00
Victor Euliss			15.70
Harry Morrison			6.20
Earl Duncan			4.50
Ned Herrington			2.60
Charles Fleece			2.60
Leslie Selch			2.90
Green Tea Cafe	Lunch		3.25
E. D. Crawley			6.50
Danville Restaurant			6.50
J. W. Houseman			4.55
			$ 2,385.19

Thursday, July 5th, 1934, and the 52nd day of the May Term, 1934.

Order 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, 1934, 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, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7456
VERLA H. ROBBINS)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Verla H. Robbins, who being duly arraigned before the Judge in Vacation, for his plea says that he is guilty as charged in the affidavit.

And now the Judge takes said cause under advisement and the defendant, Verla H. Robbins, is ordered remanded in Jail.

Attest: Frank Tucker, Clerk

BE IT REMEMBERED, that on the 9th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

THE MUTUAL BENEFIT LIFE IN-)
SURANCE COMPANY, A CORPORATION,)
VS) # 14102
ADA B. CREWS, AND OTHERS.)

Be it remembered that on this 9th. day of July, 1934, came the State Bank of Advance, Boone County, Indiana, by Glen H. Water, Cashier, and accepts the appointment of receiver in this cause and is duly qualified to perform its duties as such receiver, under any order of the court, and according to law. Said oath being as follows, to-wit:-(Here Insert).

And further proceedings herein are continued.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 9th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

CARRIE A. BEGGS)
VS) # 14152
ELLIS E. SLUSS, ET AL.)

Comes now the plaintiff, by counsel, and files answer to cross-complaint, also reply to defendants' answer in Vacation, which answer and reply are in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

STATE OF INDIANA)
VS) # 14309
LEMON H. TROTTER)
CLEO TROTTER)

Come now the defendants, by counsel, and file exceptions to the report of the appraisers in Vacation, which exceptions are in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 11th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

DELLA KUHN)
DELLA KUHN, ETC.)
VS) # 14331
INDIANA ICE AND FUEL CO.)

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 13th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

FRED P. IRVIN)
VS) # 13982
O. N. SHIRLEY)

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 16th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

FRED G. SHIRLEY &)
WALTER M. HODSON)
VS) # 14310
THE FIRST NATIONAL BANK OF)
AMO, INDIANA.)
W. BENTON NEWLIN, LIQUIDATING)
AGENT, ETC.)

Come now the plaintiffs, by counsel, and ask leave to amend complaint, and the Court being duly advised grants said leave, and now said complaint is amended, to which the defendants duly except.

And now comes the defendants, by counsel, and file motion to strike out parts of the complaint, which motion is in the words and figures following, to-wit: (H.I.). And the Court being duly advised, now overrules the same, to which ruling of the Court the defendants duly except. Now the defendants file motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.), And the Court having seen and 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 now the defendants file demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court now holds the same under advisement for briefs.

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 18th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7460
HARRY A. LEE)

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 Court in Vacation, for his plea says that he is not guilty.

And now the Court fixes the defendant's bond at $1000.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 18th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7488
JANE HARVEY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in her own proper person and by her attorney, and the defendant before the Judge in Vacation now waives arraignment and enters her plea of not guilty.

And now said defendant is released on her own recognizance until further order and upon condition that possession of children be surrendered.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 19th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

HARVEY GARSHWILER)
VS) # 14276
INDEPENDENT BEVERAGE)
CO. INC., ET AL.)

BE IT REMEMBERED, That on the 19th day of July, 1934, the defendants in the above entitled cause, by Bingham, Mendenhall & Bingham and Edgar M. Blessing, their attorneys, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for a new trial in the above entitled cause and the Clerk of said Court at the time of the filing thereof noted the filing of the same on the entry docket together with the date thereof and assigned his initials thereto, which motion for new trial is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 20th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7487
ROBERT MC HAFFIE)

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 Court in Vacation, for his plea says that he is not guilty.

And now the Court fixes the defendant's bond at $1000.00.

Attest: Frank Tucker, Clerk

BE IT REMEMBERED, that on the 21st day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedingswere had herein, viz:

STATE OF INDIANA)
VS) # 7453
VERLA H. ROBBINS)

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 is released on five hundred recognizance bond until September 3rd, 1934.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 24th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Comes now again the plaintiff, by counsel, and within the time allowed, presents to the Court her bill of exceptions, and asks that the same be signed by the Court.

And now said plaintiff also files bond, which bond is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 25th day of July, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

JOHN F. MITHOEFER)
VS) # 13999
THE CITY OF INDIANAPOLIS,)
ET AL.)

BE IT REMEMBERED, That on the 25th day of July, 1934, the plaintiffs in the above entitled cause by Hume & Gaston and Linder & Seet their attorneys, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for new trial in the above entitled cause, and the Clerk of said Court at the time of the filing thereof noted the filing of the same on the entry docket together with the date thereof and assigned his initials thereto, which motion for new trial is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

ELBERT F. RAWLINGS)
VS) # 13954
SUSAN LILLIE RAWLINGS, ET AL.)

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

CALVIN W. HENDRICK, ET AL.)
VS) # 14224
ARTHUR JACKSON)

BE IT REMEMBERED, That on the 1st day of August, 1934, the plaintiffs in the above entitled cause by Jackiel W. Joseph, Robert W. Caldwell, W. J. Sprow and Otis E. Gulley their attorneys, filed in the office of the Clerk of the Hendricks Circuit Court, said Court being then in Vacation, their motion for a new trial in the above entitled cause, and the Clerk of said Court at the time of the filing thereof noted the filing of the same on the entry docket together with the date thereof and assigned his initials thereto, which motion for new trial is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 2nd day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

ETHYL L. OSBORN)
VS) # 14063
ROLAND C. OSBORN)

Come now again the parties, by counsel, and the Court in Vacation now signs the plaintiff's bill of exceptions, and the same is now filed in the office of the Clerk of the Hendricks Circuit Court as the bill of exceptions in this case, which bill of exceptions is in the words and figures following, to-wit:(H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 2nd day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

BERTHA GENTRY)
VS) Cause No. 14376
RICHARD GENTRY.)

Comes now the above named plaintiff, Bertha Gentry, and files her complaint, duly verified, against the above named defendant, Richard Gentry, for a divorce from said defendant and also asking for a restraining order against said defendant, which

verified complaint is in the following words and figures, to wit: (H.I.).

And the Judge of the Hendricks Circuit Court, in vacation, having examined said verified complaint and the matters therein alleged, and being duly advised and informed in the premises, finds that the prayer of said complaint asking for a restraining order against the defendant should be granted.

It is therefore adjudged by the court, sitting in vacation, and by the Judge of the Hendricks Circuit Court, in vacation, that the defendant, Richard Gentry, be and he is hereby restrained from selling or otherwise disposing of any of the personal property in which the plaintiff has an interest, pursuant to a contract or otherwise, situated and located on the farm in Guilford Township, Hendricks County, Indiana, and on which the said defendant is now staying.

It is further adjudged by the court, sitting in vacation, and by the Judge of the Hendricks Circuit Court, in vacation, that the defendant shall be authorized to sell and deliver the tomato crop to the Van Camp Company according to contract but that one half of the net proceeds therefrom shall be kept for the plaintiff, all until the further order of the court.

Witness my hand and the seal of said court, in vacation, this 2nd day of August, 1934.

(SEAL)

A. J. Stevenson

Judge, Hendricks Circuit Court

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 4th day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY.)

IN THE HENDRICKS CIRCUIT COURT.

Before the Honorable A. Jewell Stevenson, Judge.

No. 14063.

ETHYL L. OSBORN,
vs
ROLAND C. OSBORN.

P R E C I P E.

To Frank Tucker, Clerk of the Hendricks Circuit Court:

You are hereby requested and directed to prepare and certify for appeal a transcript of the pleadings, papers, records, entries and proceedings in the above entitled cause, being entitled Ethyl L. Osborn vs. Roland C. Osborn, as follows:

Order Book entry showing the judgment rendered February 3, 1934;

Order Book Entry showing filing of defendant's petition for custody of child;

Defendant's petition for custody of child;

Order Book entry showing hearing held June 15th, 1934 on petition of defendant for custody of child and continuance of hearing;

Order Book entry showing plaintiff's request for permission to file answer and cross-petition, and granting of permission.

Order Book entry on filing of plaintiff's answer and cross-petition;

Answer of Ethyl L. Osborn to defendant's petition for custody of child;

Cross-petition of Ethyl Osborn;

Order Book entry showing hearing thereon;

Order Book entry on citation of plaintiff for contempt;

Order Book entry on plaintiff's present motion for new trial, showing denial of right to file said motion;

Order Book entry on vacating order refusing plaintiff permission to file motion for new trial, and granting permission to file said motion;

Order Book entry on filing of motion for new trial;

Motion of Plaintiff, Ethyl Osborn, for new trial;

Order Book entry showing ruling on motion for new trial, and exception of plaintiff thereto.

Order Book entry praying appeal, granting of appeal, fixing amount of appeal bond, naming and approving sureties, and granting time to file bill of exceptions and appeal bond;

Order Book entry on presenting to Court plaintiff's bill of exceptions;

Order Book Entry on filing of appeal bond;

The Appeal Bond;

Order Book Entry on signing and filing of bill of exceptions, containing the evidence;

Bill of Exceptions containing the evidence, which you will insert without copying;

The Precipe;

Clerk's Certificate.

ROYSE & EGGLESTON,

By John A. Royse

Attorney for Plaintiff,

Ethyl L. Osborn.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 6th day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7486
JOHN A. YOUNG)

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant, John A. Young, in his own proper person, who being duly arraigned before the Court in Vacation, for his plea says that he is not guilty.

And now the defendant, John A. Young, is committed to Jail pending furnishing of bond, and the Court fixes the recognizance bond at $1000.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 10th day of August, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7491 Judgt. vs Deft. for Costs.
GUY TRENT) J. D. 16, Page 289.

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant, Guy Trent, 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, adjudged and decreed by the Court that the defendant, Guy Trent, is guilty of the crime of petit larceny, and that for the offense by him com-

mitted,he be and he is imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action,taxed at _____dollars and _____ cents, or stand committed until the same are staid or paid.

Attest: Frank Tucker, Clerk.

GRAND AND PETIT JURORS, DRAWN FOR THE SEPTEMBER TERM, 1934.

BE IT REMEMBERED, That on the 27th day of August, 1934, Harry G. Thomson and John G. Shelton 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, 1934 of this court viz:

1. Alfred Clark - - - - - - - - - Washington Township
2. T. Woodrow Hamilton - - - - - Center Township
3. Elmer Ludlow - - - - - - - - - Liberty Township
4. Jesse Vaughn - - - - - - - - - Union Township
5. Robert Pounds - - - - - - - - Franklin Township
6. Fred Breedlove - - - - - - - - Guilford 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, 1934 of this court, viz:

1. Albert Harlan	Clay Twp.	16. Glen Leak	Union Twp.
2. Bert Tharp	Union Twp.	17. Olney Phillips	Clay Twp.
3. Frank Elrod	Franklin Twp.	18. Everett Philips	Guilford Twp.
4. Rolla Rodney	Center Twp.	19. Charles Lux	Washington Twp.
5. W. Edgar Bailey	Union Twp.	20. Verne Wolfe	Middle Twp.
6. Walter Hendrix	Center Twp.	21. Mike Gray	Guilford Twp.
7. Lee Kibbey	Brown Twp.	22. Ora Bersot	Lincoln Twp.
8. Alva Ford	Eel River Twp.	23. Ed Thompson	Center Twp.
9. Crit J. Waters	Eel River Twp.	24. Charles Vaughn	Franklin Twp.
10. Irvin Henderson	Lincoln Twp.	25. Ernest Hicks	Eel River Twp.
11. Joe Miller	Lincoln Twp.	26. Charlie Money	Marion Twp.
12. Ralph Blanton	Middle Twp.	27. Elmer York	Center Twp.
13. Carl Sparks	Middle Twp.	28. William Crouch	Lincoln Twp.
14. Fred Hines	Marion Twp.	29. John Graves	Liberty Twp.
15. Charles Kuhler	Washington Twp.	30. Claude Worrell	Washington Twp.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7486
JOHN A. YOUNG)

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant, John A. Young, in his own proper person, and now the Court releases said defendant to the custody of Sgt. Lee for a period of seven days.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7492
WARREN GIFFORD)

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, Warren Gifford, being duly arraigned before the Court in Vacation, for his plea says that he is not guilty, and the Court fixes said defendant's bond at $1000.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7493
KENNETH MOORIS)

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 before the Judge in Vacation, for his plea says that he is guilty.

And now the Court takes this cause under advisement.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA)
VS) # 7496
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper persons, and each defendant being duly arraigned before the Judge in Vacation, for their separate and several plea says that they are not guilty.

And now the Court fixes each defendant's bond at $1000.00.

Attest: Frank Tucker, Clerk.

VACATION

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY)
VS) # 14102
ADA B. CREWS, ET AL.)

Come now the defendants, by counsel, and presents their bill of exceptions to the Judge for signature. And the Judge having seen and examined said bill of exceptions and being duly advised, now signs said bill of exceptions and the same is now filed with the Clerk of the Hendricks Circuit Court as a part of the records in this case, which bill of exceptions is in the words and figures following, to-wit: (H.I.).

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:.

State of Indiana #
SS
Hendricks County #

Mutual Benefit Life Insurance Company

vs No 14102

Ada B. Crews et al

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT:

The defendants Ada B Crews, Hazel Hart and David B Hart, request you to prepare and properly certify for appeal to the Appellate Court of Indiana, a transcript of the following papers, orders and proceedings filed and had in the above entitled cause.

1. The complaint; First paragraph and second amended paragraph of the answer of Ada B Crews, and the answers of the defendants Hazel Hart and David B Hart, and the replies to said several answers.
2. The motion for a new trial filed by defendant on the 10" day of May 1934.
3. The original bill of exceptions, filed on the 1 day of Sept 1934.
4. All orders, rulings and exceptions made and taken in said cause and the final judgment therein rendered.

Ira M Sharp
Attorney for Ada B Crews
Hazel Hart and David B Hart

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, that on the 1st day of September, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

IN THE MATTER OF THE APPOINTMENT OF MILBURN)
SCAMAHORN, COUNTY PROBATION OFFICER.)

Pursuant to the statute, the same being Section 1716 of Burns 1926 Revision, the Court now appoints Milburn Scamahorn as Hendricks County Probation Officer, the said Milburn Scamahorn having met the prescribed qualifications of the State Probation Officer and passed the examination as by law provided. This appointment to be effective from and after September 1st, 1934.

A. J. Stevenson
JUDGE HENDRICKS CIRCUIT COURT

Attest: Frank Tucker, Clerk.

Monday, September 3rd, 1934, and the 1st day of the September Term, 1934.

Monday Morning, September 3rd, 1934.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the September Term, 1934, 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 3rd day of September, 1934, 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) # 7489 Judgt. vs Deft. for $3.00
JOHN BATTON) J. D. 16, Page 239.

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 now with the consent of the defendant, John Batton, the Court now orders that the defendant pay to the Clerk of this Court the sum of $3.00 per week for the support of said child, and that the defendant, John Batton, is released on his own recognizance pending performance of said order, and until further order of this Court.

STATE OF INDIANA)
VS) # 7494
AGGIE PRITCHETT)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Aggie Pritchett, 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 said defendant is placed in the custody of J. A. McKee pending final order.

STATE OF INDIANA)
VS) # 7499 Judgt. vs Deft. for $2.00 per week.
ORVAL ALLEN) J.D. 16, Page 243.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Orval Allen, in his own proper person, who being duly arraigned before the Court, for his plea says that he is not guilty.

And now the defendant, Orval Allen, in open Court is ordered to pay to the prosecuting witness for the support of his child, the sum of $2.00 per week, all 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 4th, 1934.

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

GEORGE V. VAUGHAN)
VS) # 13851
FLOY MODESITT)

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

WALTER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

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

Courtland C. Gillen
Courtland C. Gillen, Special Judge.

HOMER C. PHILLIPS)
VS) # 13957 Judgt. vs Pltf. for Costs.
LOTTIE M. PHILLIPS) J. D. 16, Page 240.

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, Homer C. Phillips, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CITIZENS BUILDING LOAN FUND)
AND SAVINGS ASS'N. OF)
DANVILLE, INDIANA.)
VS) # 13969
CHESTER E. NEWBY, 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 seen and 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.

HARNEY F. SEMONES, REC., ETC.)
VS) # 14006 Judgt. vs Pltf. for Costs.
BERT FREEMAN, ET AL.) J. D. 16, Page 240.

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, Harney F. Semones, Receiver of Hunter Bank of Brownsburg, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

IRA M. SHARP)
VS) # 14009
CHARLES H. BELL)

Come now the parties, by counsel, and the Court having seen and examined the defendant motion for bill of particulars, heretofore filed, and being duly advised in its premises, now over-rules the same, to which ruling of the Court the defendant duly excepts.

And now the defendant is ruled to answer on or before September 12th, 1934.

HARNEY F. SEMONES, RECEIVER OF)
HUNTER BANK, BROWNSBURG, IND.)
VS) # 14054 Judgt. vs Pltf. for Costs.
ELMER L. HESTER, ET AL.) J. D. 16, Page 240.

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, Harney F. Semones, Receiver of Hunter Bank, Brownsburg, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CARRIE A. BEGGS)
VS) # 14054
ELLIS E. SLUSS, ET AL.)

Comes now John W. Sluss, by counsel, and files petition for substitution as party plaintiff, which petition is in the words and figures following, to-wit: (H.I.).

HARNEY F. SEMONES, RECEIVER)
OF HUNTER BANK.)
VS) # 14158 Judgt. vs Pltf. for Costs.
BERT OYLER) J. D. 16, Page 240.

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, Harney F. Semones, Receiver of Hunter Bank, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARNEY F. SEMONES, RECEIVER,)
VS.) # 14162 Judgt. vs Pltf. for Costs.
TOM COFFEY) J. D. 16, Page 241.

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, Harney F. Semones, Receiver, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HARNEY F. SEMONES, RECEIVER.)
VS) # 14163
CHARLES W. FRAZEE, 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.).

PLAINFIELD BUILDING AND LOAN)
ASSOCIATION)
VS) # 14180
MILTON RUSSELL, ET AL.)

Comes now the plaintiff, by counsel, and upon its 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 hereby dismissed.

ALTA MAE HUDDLESTON)
VS) # 14184 Judgt. vs Pltf. for Costs.
GUY EDWARD HUDDLESTON) J. D. 16, Page 241.

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, Alta Mae Huddleston, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

FLETCHER AVENUE SAVING)
AND LOAN ASSOCIATION)
VS) # 14210
RUBY BYERS, ET AL.)

Comes now the plaintiff, by counsel, and upon its 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 hereby dismissed.

HAZEL WILSON)
VS) # 14239
CLAY WILSON)

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

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

KATHERYN L. MURPHY)
VS) # 14270
DENNIS H. MURPHY)

Come now the parties, by counsel, and by agreement of said parties, the Court now sustains the motion for change of venue from the county, heretofore filed, and this cause is sent on change of venue to Boone County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

JOHN D. RHOADS)
VS) # 14280
WYATT W. COSNER, ET AL.)

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

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

FRANK F. WOOLLING AS)
RECEIVER OF MERIDIAN)
WINDMERE REALTY COMPANY)
VS .) # 14292
LEM H. TROTTER.)

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

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

VAN CAMP HARDWARE &)
IRON COMPANY)
VS) # 14314
MADISON E. MASTEN AND)
GUY E. MASTEN, DOING BUSINESS)
AS MASTEN CONSTRUCTION CO.)

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

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

JERRY A. McCLAIN)
VS) # 14369
EDWARD A. MILLS ET AL.)

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

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

FLOSSIE B. HAYES)
VS) # 14370
WILLARD H. HAYES)

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.).

AMOS GILLASPY, RECEIVER)
OF MOORESVILLE STATE BANK)
VS) # 14382
FIRST NATIONAL BANK AND)
TRUST COMPANY OF PLAINFIELD,)
INDIANA, ET AL.)

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

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

STATE OF INDIANA EX-REL)
LUTHER SYMONS)
VS) # 13802
PITTSBORO STATE BANK)

Comes now the receiver of the Pittsboro State Bank and files its verified petition herein to compromise and settle its mortgages on lots #'s 14 and 15 in Osborn's addition, and lot # 7 in Hadley's and Cundiff's addition in the town of Pittsboro, owned by John Husted, which petition is in the words and figures as follows, to wit (H.I.).

And the judge of the Hendricks Circuit Court in vacation, being duly advised in the premises, finds that the petition of said receiver should be granted.

It is hereby ordered and adjudged that the receiver of the Pittsboro State Bank be, and he is hereby authorized, to make settlement and adjustment of the two mortgages held by the Pittsboro State Bank on the above described real estate according to the prayer of the petition, all of which is ordered and adjudged.

STATE OF INDIANA EX-REL)
LUTHER SYMONS)
VS) # 13802
PITTSBORO STATE BANK)

Comes now the receiver of the Pittsboro State Bank and files its verified petition to compromise and adjust its mortgage on the South half of the East half

of the Southwest quarter of Section 24, Township 17 North of Range one West in Hendricks County, owned by Oscar A. Reynolds, which petition is in words and figures to wit (H.I.).

And the court, having seen said petition and being duly advised in the premises, finds that the prayer of the said petition should be granted.

It is hereby ordered and adjudged that the receiver of the Pittsboro State Bank be, and he is hereby ordered and authorized, to compromise and adjust the mortgage on above described real estate according to the prayer of said petition.

IN THE MATTER OF THE VOLUNTARY)
LIQUIDATION OF THE DANVILLE)
TRUST COMPANY, OF DANVILLE,) # 14336
INDIANA.)

Come now the Liquidating Agents for The Danville Trust Company, of Danville, Indiana, a corporation, by counsel, and file petition to accept bonds in satisfaction for conveyance of real estate, which petition is in the words and figures follows, to-wit:

STATE OF INDIANA, SS: IN THE HENDRICKS CIRCUIT COURT, SEPTEMBER TERM, 1934.
HENDRICKS COUNTY.

IN THE MATTER OF THE VOLUNTARY LIQUIDATION
OF THE DANVILLE TRUST COMPANY, OF DANVILLE,
INDIANA.

PETITION TO ACCEPT BONDS.

The undersigned, the duly appointed, qualified and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, a corporation now in process of Voluntary Liquidation, a Statement and Petition showing the assets, debts, claims and liabilities of such corporation being now on file in this court, respectfully shows to the court that among the property and assets of said Trust Company, appearing in the Statement and Petition showing the assets, debts, claims and liabilities of such corporation heretofore referred to in this petition, is the consideration for the following described real estate located in Madison County, Indiana, to-wit:-

A strip of land 92 feet in width throughout off of the entire north end of lot number two (2), in Block number one (I) in Mary A. Harris' Addition to the town (now city) of Alexandera;

that prior to going into voluntary liquidation the said The Danville Trust Company, of Danville, Indiana, by its proper officers, entered into a contract whereby one Lillian Arnott became the purchaser of said real estate for the sum and price of $1250.00; that thereafter, on or about April 10th. 1934, by Resolution duly adopted by the Board of Directors of said Trust Company the Vice-president and the Secretary of said Association were authorized and empowered to execute a deed of conveyance for said described real estate to the said purchaser, Lillian Arnott, and upon the payment of the purchase money in full to deliver to her said deed; that pursuant to the authority in said resolution contained said officers of said Association prepared and acknowledged said deed and informed the purchaser of such proceedings. Whereupon the said purchaser made application to the Home Owner's Loan Corporation for a loan sufficient to pay and satisfy the consideration for said deed; that such proceedings were had under said application that the loan was granted upon the condition that bonds instead of cash be taken and accepted

by the borrower, and the said Lillian Arnott has requested that such bonds be accepted by these petitioners in satisfaction of the consideration for said deed in the place and stead of money; that your petitioners believe that it will be for the best interests of the said The Danville Trust Company, of Danville, Indiana, that said bonds be taken and accepted in payment of the consideration for said conveyance.

Wherefore petitioners pray the court for an order authorizing them to accept bonds in payment of the consideration for said conveyance instead of cash, and they ask for all proper authority in the premises.

William F. Franklin

and Charles Z Cook Liquidating Agents

For The Danville Trust Company, of Danville, Indiana.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Be it remembered that on this 4th. day of September, 1934, personally appeared before me, the undersigned Notary Public in and for the county and state aforesaid, William F. Franklin and Charles Z. Cook, to me personally known to be the duly appointed, qualified and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, and each swears that the facts and statements set forth in the foregoing petition are true in substance and in fact, and further they say not.

William F. Franklin,

Charles Z Cook,

Subscribed and sworn to before me this 4th. day of September, A. D. 1934.

(SEAL) Zimri E. Dougan,

My Com. Exp. Jan. 3rd. 1935. Notary Public.

And the Court having seen and examined said petition and being duly advised in its premises, now approves the same and endorses his approval thereon as follows: "September 4th. 1934, examined and allowed in open court. Petition granted. Liquidating Agents authorized to take and accept bonds instead of cash for the conveyance mentioned and described in within petition, and this shall be their authority for so doing. A. J. Stevenson, Judge of the Hendricks Circuit Court."

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

Record reand and signed in open court.

A. J. Stevenson, Judge.

Wednesday Morning, September 5th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GEORGE V. VAUGHAN)
VS) # 13872
LOUIS W. ARMSTRONG)

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

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

MYRTLE BARTLEY, ET AL.)
VS) # 13791 Judgt. vs Pltfs. for Costs.
GEORGE W. HOUSE, ET AL.) J. D. 16, Page 241.

It appearing to the Court that this controversy has been settled, this cause is now dismissed by the Court on its own motion 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, Myrtle Bartley and Dovie Martin, are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

CARL MITCHELL)
CALVIN MITCHELL)
VS) # 13091 Judgt. vs Pltfs. for Costs.
HENRY SCHILDMEIER). J. D. 16, Page 242.

The Court now dismisses this cause of action for want of prosecution 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, Carl Mitchell and Calvin Mitchell, are ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

NEWTON A. WALL)
VS) # 12459 Judgt. vs Pltf. for Costs. (This judgment is vacated and cause re-instated on September 22nd, 1934.)
THOMAS R. BERRY) J. D. 16, Page 242.

The Court now dismisses this cause of action on its own motion 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, Newton A. Wall, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

FIRST NATIONAL BANKOF MARTINSVILLE)
INDIANA.)
VS) # 14303 Judgt. vs Deft. for $12,686.94 and Costs.
RALPH A. SANDY) J. D. 16, Page 242.

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial, and the time of trial having arrived, 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, Ralph A. Sandy, on the notes sued upon in principal and interest the sum of $12,186.94, and the further sum of $500.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against said defendant, Ralph A. Sandy, for a total of said two sums, together with the costs of this action, and without relief from valuation and appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Ralph A. Sandy, the sum of $12,686.94, together with the costs for this action, taxed at eleven dollars and ten cents, and without relief from valuation and appraisement laws.

FIRST NATIONAL BANK OF MARTINSVILLE,)
INDIANA.)
VS) # 14304 Judgt. vs Defts. for $1342.68 and Costs.
OMER HUTTON AND) J. D. 16, Page 242.
RALPH A. SANDY, ETC.)

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial, and the time of trial having arrived, 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 defendants, Omer Hutton and Ralph A. Sandy, doing business under the name and style of "Hutton & Sandy", on the notes sued upon in principal and interest the sum of $1,292.68 and the further sum of $50.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against said defendants, Omer Hutton and Ralph A. Sandy, doing business under the name and style of "Hutton & Sandy", for a total of said two sums, together with the costs of this action, and without relief from valuation and appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Omer Hutton and Ralph A. Sandy, doing business under the name and style of "Hutton & Sandy", the sum of $1342.68, together with the costs of this action, taxed at Thirteen dollars and seventy cents, and without relief from valuation and appraisement laws.

FIRST NATIONAL BANK OF MARTINSVILLE,)
INDIANA.)
VS) # 14305 Judgt. vs Defts. for $649.98 and Costs.
RALPH ARNOLD AND) J. D. 16, Page 243.
RALPH A. SANDY, ETC.)

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial, and the time of trial having arrived, 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 defendants, Ralph Arnold and Ralph A. Sandy, doing business under the name and style of "Arnold & Sandy", upon the notes sued upon in principal and interest the sum of $624.98 and the further sum of $25.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against said defendants, Ralph Arnold and Ralph A. Sandy, doing business under the name and style of "Arnold & Sandy", for a total of said two sums, together with the costs of this action, and 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, Ralph Arnold and Ralph A. Sandy, doing business under the name and style of "Arnold & Sandy", the sum of $649.98, together with the costs of this action, taxed at Thirteen dollars and ninety cents, and without relief from valuation and appraisement laws.

FIRST NATIONAL BANK OF MARTINSVILLE,)
INDIANA.)
VS) # 14306 Judgt. vs Defts. for $5654.53 and Costs.
OMER S. WILLIAMS AND) J. D. 16, Page 243.
RALPH A. SANDY)

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial, and the time of trial having arrived, 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 defendants, Omer S. Williams and Ralph A. Sandy, upon the notes sued upon in principal and interest the sum of $5424.53 and the further sum of $230.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against said defendants, Omer S. Williams and Ralph A. Sandy, for a total of said two sums, together with the costs of this action, and 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, Omer S. Williams and Ralph A. Sandy, the sum of $5654.53, together with the costs of this action, taxed at Fourteen dollars and eighty cents, and without relief from valuation and appraisement laws.

FIRST NATIONAL BANK OF MARTINSVILLE,)
INDIANA.)
VS) # 14307 Judgt. vs Deft. for $3771.19 and Costs.
RALPH A. SANDY) J. D. 16, Page 243.

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial, and the time of trial having arrived, 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, Ralph A. Sandy, on the notes sued upon in principal and interest the sum of $3621.19, and the further sum of $150.00 as a fee for the plaintiff's attorneys, and that the plaintiff is entitled to a judgment against said defendant, Ralph A. Sandy, for a total of said two sums, together with the costs of this action, and without relief from valuation and appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Ralph A. Sandy, the sum of $3771.19, together with the costs of this action, taxed at eleven dollars and ten cents, and without relief from valuation and appraisement laws.

STATE OF INDIANA)
VS) # 7493
KENNETH MOORIS)

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, now renders the following judgment.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Kenneth Mooris, 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 it further appearing to the Court that the defendant is a person of the age of seventeen years, the sentence of imprisonment is now suspended, and the custody of said defendant is awarded to John Young, with instructions to report his conduct to the Court on the first day of each month, all until further order of 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 6th, 1934.

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

STATE OF INDIANA)
VS) # 7496
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

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.).

PAPEC MACHINE CO.)
VS) # 13835 Judgt. vs Deft. for Costs.
RILEY E. SMITH) J. D. 16, Page 244.

Comes now the plaintiff, by counsel, and upon its motion 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 hereby dismissed, and the defendant, Riley E. Smith, is ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

SECURITY TRUST COMPANY, GUARDIAN)
OF RUTH TAYLOR, a PERSON OF UN-)
SOUND MIND.)
VS) # 13930
FRANK MARTIN)

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from the county, heretofore filed, and being duly advised in its premises, now sustains the same.

And now by agreement of said parties in open Court, this cause is sent on change of venue to Boone County, and the plaintiff is given five days in which to pay the costs and perfect the change.

WILLIAM S. MORROW)
VS) # 14130
HARLEY ADKINS)

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

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

Thursday, September 6th, 1934, and the 4th day of the September Term, 1934.

ELIZABETH E. MORROW)
VS) # 14131
HARLEY ADKINS)

Comes now the plaintiff, by counsel, and upon her motion this cause is dismissed, the costs having heretofore been paid on 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) # 7498
BERT McNABNEY)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Bert McNabney, in person and by counsel, and the said defendant now in open Court waives arraignment and enters his plea of guilty.

This cause is now continued until Monday, September 17th, 1934, and the defendant, Bert McNabney is released to the custody of Dan Brown, 1305 Inland Bank Building, Indianapolis, Indiana.

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

Friday, September 7th, 1934, and the 5th day of the September Term, 1934.

Friday Morning, September 7th, 1934.

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

GOLDMAN STORES CORP.)
VS) # 14325
CHARLES V. BLACK AND)
THE NEW YORK CENTRAL)
RAILROAD COMPANY)

Comes now the plaintiff, by counsel, and dismisses this action as to the defendant, The New York Central Railroad Company.

ORA STAPLETON)
VS) # 14342
HAZEL STAPLETON)

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

And now the parties being present, in person and by counsel, the plaintiff now dismisses his complaint. And this cause being at issue as to the cross-complaint, the same is 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, the same is now taken under advisement.

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

Saturday Morning, September 6th, 1934.

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

ALEX TONI, ALIAS)
JIM CHARLEY)
VS) # 14215
KINGAN & CO.)

Comes now the plaintiff, by counsel, and files second and third paragraphs of amended complaint, which second and third paragraphs of amended complaint are in the words and figures following, to-wit: (H.I.).

And now the defendant is ruled to answer on or before September 22nd, 1934.

THE MUTUAL BENEFIT LIFE)
INSURANCE COMPANY)
VS) # 14330
FRANK DEER, ET UX)

Comes now the defendant, Frank Deer, 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 seen and examined said motion and being duly advised, now sustains the same.

And now comes the plaintiff, by counsel, and by agreement of parties, this cause is sent on change of venue to Montgomery County, Indiana, and the defendant, is given five days in which to pay the costs and perfect change.

OREN S. HACK, REC., ETC.)
VS) # 14337
EARL S. GARRETT, 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 now the Court orders summons issued to new parties, making the same returnable September 25th, 1934.

HAROLD M. CUMBERWORTH)
VS) # 14390
BERT L. CLAY)

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

STATE OF INDIANA)
VS) # 7484
LAWRENCE McLAURIN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the Court now orders money on hands in the Hendricks Court Clerk's Office and balance to be contributed

by the said defendant, as provided for in this order, now directed to be paid to Mrs. Guy Beck, for the support and maintainance of said minor child.

STATE OF INDIANA)
VS) # 7486 Judgt. vs Deft. for $7.00 per week.
JOHN A. YOUNG) J. D. 16, Page 244.

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 Court now orders the defendant, John A. Young, to pay to the Clerk of this Court for support of said children, the sum of $7.00 per week, until further order of the Court.

And this cause is continued.

ENOCH HAYNES)
RUSSELL HAYNES)
CHARLIE HAYNES)
LEON (HAYNES) DOOLEY)
MARY (HAYNES) NEAVILLE)
VS) #14265 INTERLOCUTORY DECREE
RAYMOND T. HAYNES)

Come now the parties and issues having been joined the same for trial and determination are now submitted to the court. And the court having heard the evidence and being sufficiently advised in the premises finds, that as alleged in the complaint, said plaintiffs' and defendant are the owners as tenants in common of the following described real estate situated in Hendricks County, State of Indiana, to-wit:

The North half of the Northeast quarter of Section 22, Township 16 North, Range 1 West of the Second Principal Meridian, containing 80 acres, more or less.

Also, the Northwest quarter of the Northwest quarter of Section 23, Township and Range aforesaid, containing 40 acres, more or less, excepting therefrom 10 acres of even width off of the entire North side thereof, and leaving in said tract, exclusive of said exception, 30 acres more or less; containing in all 110 acres more or less in Middle Township, Hendricks County, Indiana.

That said parties so own said real estate in the following proportions; that said plaintiff Enoch Haynes owns an undivided one sixth interest thereof, that the plaintiff Russell Haynes owns an undivided one sixth interest thereof, that the plaintiff Charlie Haynes owns an undivided one sixth interest thereof, that the plaintiff Leon (Haynes) Dooley owns an undivided one sixth interest thereof, that the plaintiff Mary (Haynes) Neaville owns an undivided one sixth interest thereof, and the defendant Raymond T. Haynes is the owner of an undivided one sixth interest thereof, and they are entitled to have the said interest set off and assigned to them in severalty.

The court further finds by consent of the parties, that said real estate can not be divided as aforesaid without damage to the owners thereof, and that a sale of said land should be made and the proceeds of such sale distributed in accordance with the rights and interests of the said parties in and to said real estate as the same are herein found and determined.

And it is therefore considered and agreed by the court, that the parties hereto are the owners of and have interests, as above found and set forth, in and to said real estate or to any proceeds derived from its sale, and that said real estate is not suscepible of partition without damage to the said owners thereof.

Wherefore it is by the court further ordered and adjudged, that

said real estate, after being duly appraised as provided by law, be sold by a commissioner appointed for that purpose, at private sale for not less than the full appraised value thereof and for cash.

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

And the court now appoints John W. Trotter a commissioner thereof, to make sale of said real estate in accordance with the foregoing order and requires him to execute a bond in the penalty of double the appraised value of said real estate conditioned for the faithful discharge of his duties and with surety thereon to the approval of the court.

And upon the execution of said bond and approval of same by said court the said commissioner is directed to have an appraisement made of said real estate and thereupon to proceed to the execution of the foregoing order for the sale thereof and make due report of his proceedings during the present term of this court.

HARVEY L. GRIMES, DOING)
BUSINESS AS BILLY GRIMES)
TIRE COMPANY)
VS) # 14365 Judgt. vs Deft., William Garrity, for $72.80 and Costs.
WILLIAM GARRITY, ET AL.) J. D. 16, Page 244.

Comes now the plaintiff, by counsel, and dismisses this action as to the defendant, P. R. Mallory and Company.

And now 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, William Garrity, 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 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, William Garrity, on the judgment sued upon the sum of $72.80, and that the plaintiff is entitled to a judgment against the defendant, William Garrity, for said amount, 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, William Garrity, the sum of $72.80, together with the costs for 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.

C. J. Stevenson, Judge.

Monday Morning, September 10th, 1934.

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

STATE OF INDIANA)
VS) # 7496
CHARLES LIPPINCOTT ALIAS)
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

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.).

STATE OF INDIANA)
VS) # 7460 Judgt. vs Deft. for $4.00 per week and Costs.
HARRY A. LEE) J. D. 16, Page 244.

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 Court now being duly advised and with the consent of the defendant, the Court now renders judgment.

It is now ordered and adjudged by the Court that the defendant, Harry A. Lee, pay to the Clerk of this Court for the support and maintenance of his minor children, Virginia May Lee and Eugene Lee, the sum of $4.00 per week, said payments to begin on or before the 17th day of September, 1934, and a like sum each week thereafter until further order of the Court.

And the Court now releases the said defendant, Harry A. Lee, on his own recognizance, and is given sixty days in which to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7495
WILLIAM B. NEWMAN)

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 being duly arraigned in open Court, for his plea says that he is guilty.

It is, therefore, now adjudged and decreed by the Court that the defendant, William B. Newman, for the offense by him committed, be and he is imprisoned in the Indiana State Prison for a period of not less than one nor more than ten years.

And it appearing to the Court that restitution has been made to the parties defrauded, and it further appearing to the Court that a guardian has been appointed to take charge of the said defendant and his business and affairs, the sentence of imprisonment should be suspended 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 defendant's good behavior, and that the said defendant, William B. Newman, be permitted to go at liberty on probation so long as he behaves well.

THE BOARD OF TRUSTEES OF THE)
INDIANA STATE TEACHER'S RETIRE-)
MENT FUND.)
VS) # 14175
EDWARD J. SPEARING, 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 Board of Trustees of the Indiana State Teacher's Retirement Fund vs Edward J. Spearing, 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 F. KENASTON)
VS) # 13824
HOOSIER COAL SALES 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 Montgomery 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 George F. Kenaston vs Hoosier Coal Sales Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Montgomery in said State, and the Auditor of said County of Montgomery is hereby ordered and directed to issue his warrant upon the Treasurer of said of said County of Montgomery 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

SIDNEY C. FLEENER)
VS) # 13797
JOE J. SCHOEN, 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 Sidney C. Fleener vs Joe J. Schoen, 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 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

HUGH E. REYNOLDS, ETC., ET AL.)
VS) # 13169 On Account of Change of Venue
DOROTHY KREGELO LEE, 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: Nineteen - - - Dollars and - - - - Cents, in the case of Hugh E. Reynolds, etc., et al. vs Dorothy Kregelo Lee, et al. is now audited and allowe 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

FARMERS STATE BANK OF WINGATE,)
INDIANA.)
VS) # 14188 On Account of Change of Venue
WILLIAM S. HAYS, 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 Montgomery 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 Farmers State Bank of Wingate, Indiana. vs William S. Hays, 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 Montgomery in said State, and the Auditor of said County of Montgomery is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Montgomery 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

ARTHUR SHULSE, BY HIS NEXT)
FRIEND IDA MAE SHULSE.)
VS) # 14129 On Account of Change of Venue.
PAUL BOWER, 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: Seven - - - -Dollars and Fifty - - - Cents, in the case of Arthur Shulse, by his next friend Ida Mae Shulse vs Paul Bower, 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.

IN THE MATTER OF THE ASSESSMENT)
OF ALLEGED OMITTED PROPERTY TO) # 14214 On Account of Change of Venue.
MARY S. BOYD)

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 trial, adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Nineteen - - - Dollars and - - - - Cents, in the case of In the Matter of the Assessment of Alleged Omited Property to Mary S. Boyd is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

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

A. J. Stevenson, Judge.

Tuesday Morning, September 11th, 1934.

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

HIGH POINT OIL CO.)
VS) # 13881 Judgt. vs Pltf. for Costs.
HOWARD RUSH) J. D. 16, Page 245.

Comes now the plaintiff, by counsel, and upon its 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, High Point Oil Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HIGH POINT OIL COMPANY)
VS) # 13882 Judgt. vs Pltf. for Costs.
OSCAR H. WISEHEART AND) J. D. 16, Page 245.
HOWARD RUSH, PARTNERS,)
ETC.)

Comes now the plaintiff, by counsel, and upon its 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, High Point Oil Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

CLAYTON STATE BANK)
VS) # 14351 Judgt. vs Deft. for $2490.53 and Costs.
WILLIAM H. ROGERS) J. D. 16, Page 245.

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 hearing the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant on the notes sued upon in principal and interest the sum of $2390.53, 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 defendant, William H. Rogers, for a total of said two sums, together with the costs for this action, and all without relief from valuation and appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, William H. Rogers, the sum of $2490.53, together with the costs for this action, taxed at _____dollars and_____ cents, all without relief from valuation and appraisement laws.

STATE OF INDIANA)
VS) # 7503
HENRY HAINES)
WILL HAINES)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Henry Haines, 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 as to the defendant, Henry Haines.

STATE OF INDIANA)
VS) # 7496
CHARLES LIPPINCOTT ALIAS)
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each of the defendants, in their own proper persons and by counsel, and now in open court, each defendant waives arraignment and enters a plea of not guilty.

And now this cause coming on for trial, each defendant waives right to trial by jury, and this cause is submitted to the Court for trial, and evidence is heard in part.

LOIS WYSONG)
VS) # 14228 On Account of Change of Venue.
ALGER WYSONG)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Nineteen - - - -Dollars and - - -Cents, in the case of Lois Wysong vs Alger Wysong 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.

HOLLAND FURNANCE CO.)
VS) 13913 On Account of Change of Venue.
THEODORE R. EYSTER,)
BEATRICE B. EYSTER.)

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 in in all things correct, and the account thereof, to wit: Eighteen - - -Dollars and Sixty-Six Cents, in the case of Holland Furnace Co. vs Theodore R. Eyster; Beatrice B. Eyster 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 CONOVER)
VS) # 12872 On Account of Change of Venue
PENNSYLVANIA RAILROAD)
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 name of George Conover vs Pennsylvania Railroad Company is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of 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.

FLETCHER AMERICAN NATIONAL BANK)
VS) # 14028 On Account of Change of Venue.
THOMAS A. BELL, 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 Fletcher American National Bank vs. Thomas A. Bell, 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

JOSEPH P. O'MAHONY)
VS) # 13838 On Account of Change of Venue.
WALTER P. MORTON)

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 Fifty Four - - -Dollars and Ninety-Five - - -Cents, in the case of Joseph P. O'Mahony vs. Walter P. Morton 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.

MATTIE M. HUTCHISON)
VS) # 13891 On Account of Change of Venue.
FLOY ALEXANDER)

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: Sixty-Seven - - Dollars and Thirty - - -Cents, in the case of Mattie M. Hutchison vs. Floy Alexander 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.

CECILIA O'MAHONY)
VS) # 13840 On Account of Change of Venue
WALTER P. MORTON)

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 Fourteen - - -Dollars and Eighty-Six - - Cents, in the case of Cecilia O'Mahony vs. Walter P. Morton 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.

D. FENTON THOMPSON)
VS) # 13889 On Account of Change of Venue
COLONIAL MINERAL SPRINGS 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 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: Thirteen - - -Dollars and Sixty-Six - - - Cents, in the case of D. Fenton Thompson vs. Colonial Mineral Springs Co. 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 EX REL OLIVER)
P. BEBINGER, ETC.)
VS) # 13506 On Account of Change of Venue .
CARL F. KING, 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 Thirty-Three Cents, in the case of State of Indiana Ex Rel Oliver P. Bebinger, etc. vs. Carl F. King, 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 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

RALPH M. BEAUCHAMP)
VS) # 13493 On Account of Change of Venue.
GARRETT M. BATES)

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 Ralph M. Beauchamp vs. Garrett M. Bates 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.

WILLIS E. COCHERELL)
VS) # 13485 On Account of Change of Venue.
GEORGE F. FOREY, JR.)
RECEIVER, 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 saidaccount is in all things correct, and the account thereof, to wit: Seven - - -Dollars and Thirty-Three - - -Cents, in the case of Willis E. Cocherell vs. George E. Forey, Jr. Receiver, 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 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.

LESTER DOWDELL, AS ADMR. OF THE)
ESTATE OF MINNIE DOWDELL.)
VS) # 13646 On Account of Change of Venue.
INDIANA RAILROAD COMPANY, A)
CORPORATION.)

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 Lester Dowdell, as Admr. of the Estate of Minnie Dowdell vs. Indiana Railroad Company, A Corporation 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.

FLETCHER TRUST COMPANY, TRUSTEE)
VS) # 13608 On Account of Change of Venue.
LEWIS EDWARD LUKING, 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 Morgan in saidState, 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 Fletcher Trust Company, Trustee vs. Lewis Edward Luking, 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 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.

GILBERT W. BUTLER, TRUSTEE, ETC.)
VS) # 13938 On Account of Change of Venue.
ANNA B. ABBOTT)

I, A. J. Stevenson, Judge of the Fifty-Fifth 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 Gilbert W. Butler, Trustee, etc. vs. Anna B. Abbott 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

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 12th, 1934.

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

FLOYD J. BARKMAN)
VS) # 13312
DOUGLAS HALL)

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from the judge, and being duly advised, now sustains the same. And now the parties by agreement, agree upon W. H. Parr as special Judge to try said cause.

The Court now appoints W. H. Parr, practicing lawyer at the Boone County Bar, to try said cause.

HAZEL JULIA FINK)
VS) # 13832
MAHLON E. BEVERLAND)

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.).

FRED P. IRVIN)
VS) # 13982
O. N. SHIRLEY)

Come now again the parties, by counsel, and the Court having seen and examined the motion for change of venue from the County, heretofore filed, and being duly advised, now sustains the same.

And now by agreement of parties, this cause is sent on change of venue to Montgomery County, Indiana, and the plaintiff is given ten days in which to pay the costs and perfect the change.

CHLOEA PEARCY)
VS) # 14100
RAYMOND PEARCY)

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.).

CLAUDE PARNELL)
VS) # 14222 Judgt. vs Pltf. for Costs.
CORA M. PARNELL) J. D. 16 Page 245.

Comes now the plaintiff, in person and by counsel, and makes proof of notice to the defendant, and now comes John A. Kendall, prosecuting attorney, and enters his appearance for the defendant, Cora M. Parnell, and makes defense.

And this cause is now submitted to the Court for trial, finding and decree without the intervention of a jury.

The Court having heard the evidence in this cause and being duly advised, finds for the plaintiff and that the allegations of the complaint are true and that the

plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged; all at the cost of the plaintiff.

It is, therefore, considered, ordered and decreed by the Court that the bonds of matrimony heretofore existing between Claude Parnell and Cora M. Parnell be and they are hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

It is further ordered and adjudged by the Court that the plaintiff, Claude Parnell, pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

DEXTER OLIVER)
VS) # 14329 Judgt. vs Pltf. for Costs.
ANNA OLIVER) J. D. 16, Page 246.

Come now the parties, in person and by counsel, and the plaintiff now dismisses his complaint.

This cause being at issue on the cross-complaint, 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 cross-complainant and that the allegations of the cross-complaint are true and that the cross-complainant is entitled to an absolute divorce from the plaintiff on the grounds therein alleged; all at the cost of the plaintiff.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Dexter Oliver and Anna Oliver be and it is hereby set aside and held for naught and the cross-complainant is hereby granted a divorce from the plaintiff.

It is further ordered and decreed by the Court that the plaintiff, Dexter Oliver, pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA)
VS) # 7496
CHARLES LIPPINCOTT ALIAS)
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

Come now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each of the defendants, in their own proper persons and by counsel, and the taking of evidence is continued and concluded.

At the close of all the evidence, the Court finds the defendants each guilty of the crime of receiving stolen goods as charged in the third count of the amended affidavit, and said defendants are remitted to Jail awaiting judgment of the Court and cause is taken under advisement on count one and two of amended affidavit.

STATE OF INDIANA)
VS) # 7503 Judgt. vs Deft., Henry Haines, for Costs.
HENRY HAINES) J. D. 16, Page 246.
WILL HAINES)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named, Henry Haines, and the Court having heretofore taken this cause under advisement as to Henry Haines, and now being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Henry Haines, for the offense by him committed 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, or stand committed until the same is staid or paid.

RESOLUTIONS OF THE HENDRICKS COUNTY BAR ASSOCIATION.

TO THE FAMILY AND FRIENDS OF JAMES W. NICHOLS, deceased:

The Hendricks County Bar Association, at a special meeting in memory of James W. Nichols, a member of this bar who departed this life on the 9th day of August, 1934, adopted the following memorial:

Mr. Nichols was admitted to the practice of law at the Hendricks County Bar on the 15th day of January 1907. His professional character and conduct has been above criticism. He devoted most of his time to probate and abstract work and the throughness and quality of his work justified the confidence every one had in him.

His efforts in every day life were guided by his faith in God, and he used the same standards in his professional conduct. Throughout the years of his practice he seemed diligent in doing the things that would reflect credit upon the practice of the law, and the Bar Association holds him in high esteem as a member who was worthy of the highest praise. He contributed to the legal profession his many virtues of a christian citizen, which we must recognize is an essential quality in any individual lawyer.

We accord to him this tribute of respect which is a feeble way of expressing what he deserves, and we commend his many good qualities to every citizen.

We respectfully ask that a copy of this expression of confidence in him be mailed to his family, and that the same be spread upon the minutes of this association and also published in the Hendricks County Republican and the Danville Gazette.

Respectfully Submitted.

Zimri E. Dougan,

Otis E. Gulley,

Committee.

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

C. J. Swanson, Judge.

Thursday Morning, September 13th, 1934.

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

MARY BERTHA COHN)
VS) # 14260
INDIANAPOLIS RAILWAYS, INC.)

Comes now, Thomas H. McNulty, herein, and withdraws his appearance for the plaintiff.

STATE OF INDIANA)
VS) # 7497 Judgt. vs Deft. for $4.00 per week.
CASSEL MORRIS) J. D. 16, Page 246.

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 now the defendant, Cassel Morris, is ordered to pay to the Clerk of the Hendricks Circuit Court, for the support of his family the sum of $4.00 per week, said payments to begin September 22nd, 1934, and until further order of the Court.

The said defendant is now released pending performance of this order.

THE MUTUAL BENEFIT LIFE INSURANCE)
COMPANY, a corporation,)
Plaintiff,)
Vs.) Cause No. 14217 Judgt. vs Edward Adair and
EDWARD ADAIR,) DECREE Bertha S. Adair for $6567.35
BERTHA S. ADAIR, his wife,) and Costs.
Defendants.) J. D. 16, Page 246.

Comes now the plaintiff, The Mutual Benefit Life Insurance Company, by Howard A. Sommer and Zimri E. Dougan, its attorneys; and come also the defendants, Edward Adair and Bertha S. Adair, his wife, by Frank R. Stephenson, their attorney.

And it appearing to the satisfaction of the court by the summons heretofore issued in this cause to the sheriff of Boone County, Indiana, together with the return of the sheriff endorsed thereon, which summons and sheriff's return are in the words and figures following, to-wit:-(H.I.), that the defendants, Edward Adair and Bertha S.Adair, his wife, have been duly served with process of the Boone Circuit Court more than ten days prior to the return day as fixed by plaintiff by endorsement on its complaint and as fixed in said summons.

And the plaintiff having heretofore filed its affidavit in the Boone Circuit Court for change of venue and this cause having been sent to this court for trial, finding and judgment and the transcript of the Clerk of the Boone Circuit Court having been filed, and this cause now being at issue upon plaintiff's complaint and the answer of the defendants Edward Adair and Bertha S. Adair, his wife, heretofore filed herein, the same is on plaintiff's motion 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, now finds for the plaintiff that the allegations of plaintiff's complaint are true, and that on or about the 12th day of November, 1931, the defendants, Edward Adair and Bertha S. Adair, his wife, became indebted to the plaintiff, and made and delivered to it their certain promissory note dated on the 12th day of November, 1931, and thereby promised to pay to the plaintiff, on the 1st day of January, 1937, the sum of $5200.00, with interest thereon at the rate of 5½% per annum, payable semi-annually on the 1st days of January and July of each year, according to the tenor and effect of ten interest coupon notes attached to the said principal note, with interest at the rate of 8% per annum on any installment of interest which shall not have been paid when due, and on the said principal sum as evidenced by the said principal note after the same shall become due and payable, without relief from valuation or appraisement laws of the State of Indiana, and with 5% attorneys' fees. The court further finds that it was further agreed that the sum of $200.00 should be paid for and on account of the principal of said note on the 1st days of January, 1933, 1934, 1935 and 1936.

The court further finds that, to secure the payment of said principal promissory note and interest coupon notes as the same should become due and payable, and any extension thereof, the said defendants, Edward Adair and Bertha S. Adair, his wife, made and delivered to the plaintiff their certain mortgage dated on the 12th day of November, 193, and did thereby mortgage and warrant to the plaintiff certain real estate in Boone County, Indiana, owned by them and described in plaintiff's complaint herein. That said mortgage was duly acknowledged by the mortgagors on the 13th day of November, 1931, before a Notary Public in and for Boone County, in the State of Indiana, and thereafter duly filed for record on the 16th day of November, 1931, at 8:30 o'clock A. M., and recorded in Book 89 of Mortgages, at page 567 of the Morgage Records in the office of the County Recorder of Boone County, in the State of Indiana.

The court further finds that the first interest coupon note attached to the said principal note, executed by the defendants Edward Adair and Bertha S. Adair, his wife, dated on the 12th day of November, 1931, and calling for the payment of $143.00, was paid on or prior to the due date thereof, but the interest coupon note attached to the said principal note, and executed by the defendants, Edward Adair and Bertha S. Adair, his wife, on the 12th day of November, 1931, and calling for the sum of $143.00, due on the 1st day of January, 1933, was not paid on the due date thereof by the defendants, or either of them, and that said defendants, and each of them, have wholly failed and neglected to pay the said installment of interest due on the 1st day of January, 1933, which said installment of interest in the amount of $143.00 remains due and wholly unpaid. The court further finds that the installment due for and on account of the principal on the 1st day of January, 1933, in the amount of $200.00 has not been paid, and that, by reason of the default in the payment of the interest when due, and by reason of the default in the payment of the amount due for and on account of the principal, under and by virtue of the terms of the said note and mortgage, the said principal sum of $5200.00 became due and payable, and that there is now due the plaintiff the principal sum of $5200.00, together with interest thereon in the amount of $143.00 due on the 1st day of January, 1933, with interest on both of said sums from said date, to-wit:- January 1, 1933, at the rate of 8% per annum until paid, without relief from valuation or appraisement laws of the State of Indiana.

The court further finds that since the execution of the said note and

mortgage, plaintiff has been the owner and holder of the said principal note and of the said mortgage, and that the complaint in this cause was filed in the office of Clerk of the Boone Circuit Court on July 10th, 1933.

The court further finds that the plaintiff is entitled to have and recover of and from the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, on the note and mortgage sued on herein, the sum of $6068.46, as principal and interest; that plaintiff was obliged to advance and pay as taxes on the mortgaged real estate to protect its title the sum of $158.23, and that interest on said advancement has accrued to the amount of $15.16; that plaintiff was further obliged to advance and pay the sum of $4.61 in payment of a special assessment levied against said property, and that interest on said advancement has acfrued to the amount of $.48, and that plaintiff is entitled to recover for the taxes and special assessment and interest thereon, the total sum of $178.48; and further that plaintiff was obliged to pay for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $7.00, and that interest on said advancement has accrued to the amount of $.68, making the total sum due for abstracting and interest thereon the sum of $7.68; and that plaintiff has been obliged to employ attorneys to enforce the collection of the said note and mortgage, and that said note provides for an attorney's fee of 5% in case it became necessary to foreclose such mortgage, and that a reasonable fee for such attorney is $312.73; and that plaintiff is entitled to recover the total sum of $6567.35, without relief from valuation and appraisement laws.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, the sum of $6567.35, of which said sum $312.73 is for plaintiff's attorney's fees, together with its costs and accruing costs, all without relief from valuation and appraisement laws, and that said judgment shall bear interest at the rate of 8% per annum until paid.

It is further considered, ordered, adjudged and decreed by the court that the equity of redemption of the defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, and all persons claiming from, under, by, or through them, or any or either of them, in and to said real estate described in plaintiff's mortgage be and the same is forever barred and foreclosed, and that said described real estate is Boone County, Indiana, to-wit:-

A part of the North half of the Northeast quarter of Section 33, Township 19 North, Range 1 East, described as follows, to-wit:-Commencing at a point 9.50 chains West of the Southeast corner of said tract, and running thence West 20.635 chains; thence North 20.05 chains; thence East 20.635 chains; thence South 20.05 chains to the point of beginning, containing 41.37 acres, more or less. Also, the West half of the Southwest quarter of the Southeast quarter of Section 28, Township 19 North, Range 1 East, containing 20 acres, more or less. Also, the South half of the Southeast quarter of Section 28, Township 19 North, Range 1 East, except the West half of the Southwest quarter of the Southeast quarter of said Section 28, Township and Range aforesaid, containing 20 acres, more or less; also, except commencing 10 rods North of the Southeast corner of the South half of the Southeast quarter of said Section 28, Township and Range aforesaid, thence West 16 rods; thence North 10 rods; thence East 16 rods; thence South 10 rods to the place of beginning, containing 1 acre, and leaving 59 acres, more or less, containing in the aggregate of the land described, 120.37 acres, more or less,

and all of the right, title, interest and claim of said named defendants, and each of them, and of all persons claiming from, under, by, or through them, or any or either of them, in and to the said real estate, or so much thereof as may be necessary, shall be sold by the Sheriff of Boone County, Indiana, as now provided by statute in such cases.

It is further considered and ordered by the court that process shall hereafter issue for the execution of this judgment and decree upon the filing of a praecipe therefor by the judgment creditor herein; that thereupon the Clerk of this court shall issue

a duly certified copy of this judgment and decree to the Sheriff of Boone County, Indiana; upon receipt of the same 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 Boone 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 Center Township, Boone County, Indiana, the township in which said real estate is located, and at the door of the Court House of Boone County, Indiana; 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 the costs and accruing costs;

Second: To the payment of the plaintiff's judgment herein, with interest thereon at the rate of eight per centum per annum from Sept. 12th, 1934, to date of sale;

Third: The overplus, if any, shall be paid to the Clerk of this Court for the use of the party, or parties, lawfully authorized or entitled to receive the same under order of court.

That immediately after said 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 of them.

In the event said mortgaged premises shall not sell for a sufficient sum to pay and satisfy plaintiff's judgment, with interest, costs, and accruing costs, the residue of such debt remaining unpaid shall be levied of the other goods and chattels, lands and tenements of defendants, Edward Adair and Bertha S. Adair, his wife, and each of them, subject to execution, and sale thereof shall be made without relief from valuation and appraisement laws.

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

RESERVE LOAN LIFE INSURANCE COMPANY,)
Plaintiff,)
Vs.) CAUSE NO. 14315
OTIS R. COONS) D E C R E E Judgt. vs Deft., Otis R. Coons,
STELLA A. COONS and) for $12,824.48 and Costs.
FARMERS STATE BANK OF NEW ROSS, IND.,) J. D. 16, Page 247.
Defendants,)

Comes now the plaintiff, Reserve Loan Life Insurance Company, and submits to the Court the summons issued herein and the returns of the Sheriff endorsed thereon, which summons and the returns endorsed thereon are in the following form and words, to-wit: (Here Insert), and the court having examined the same finds that the defendants, Otis R. Coons, Stella A. Coons and Farmers State Bank of New Ross, Ind., were each duly and personally summoned for the time and in the manner provided by law to answer plaintiff's complaint, and the defendants, Otis R. Coons and Stella A. Coons,

having each appeared herein in response to summons served upon them and having filed answer in the following form and words, to-wit: (Here Insert), and the defendant, Farmers State Bank of New Ross, Ind., having failed to appear herein in response to summons served upon it, and being now three times audibly called in open court, comes not but herein wholly makes default, this cause is now submitted to the court for trial without the intervention of a jury upon the issues joined by the pleadings filed and upon the default of the defendant, Farmers State Bank of New Ross, Ind., and the evidence being heard and the court being duly advised in the premises finds as follows:

That the averments of the plaintiff in its complaint are true; that on and prior to the 16th day of March, 1923, the defendant, Otis R. Coons, was the owner of the following described real estate in Hendricks County, Indiana, to-wit:

Parts of SE¼; part of the NE¼; and part of the SW¼ of Section 8, Township 16 North, Range 2 West of the Second Principal Meridian, described as follows: to-wit,

BEGINNING at the SE corner of the SE¼ of said Section 8, running

THENCE North 140 rods;

THENCE West 20 rods;

THENCE North 2o rods to the North line of said SE¼;

THENCE West on said line 40 rods;

THENCE North 80 rods to the North line of the S½ of the said NE¼;

THENCE West on said line 37.33 rods;

THENCE South 80 rods to the South line of said NE¼;

THENCE West on said line 39.67 rods;

THENCE South 85 rods;

THENCE West 23 rods to the West line of the said SE¼, and continuing

THENCE West 27 rods;

THENCE South 75 rods to the South line of said SW¼;

THENCE East 27 rods to the SE corner of said SW¼;

THENCE continuing East 160 rods to the place of beginning, containing 176.64 acres, more or less.

That on the 16th day of March, 1923, plaintiff loaned to the defendant, Otis R. Coons the sum of TWELVE THOUSAND ($12,000.00) Dollars, and that in evidence of said loan the said Otis R. Coons executed his certain five promissory notes, dated the 16th day of March, 1923 and payable to the order of the plaintiff as follows:

Four notes for the sum of $500 each, becoming due and payable on the 1st days of May in each the years 1925, 1926, 1927, 1928 and one note for the sum of $10,000.00 due and payable on the 1st day of May, 1933, all of said notes bearing interest from May 1, 1923, at the rate of 6% per annum, payable semi-annually, and with interest after maturity at the rate of 8% per annum. Copy of the Note for $500 due May 1, 1928 and copy of the note for $10,000.00 due May 1, 1933, marked for identification as Exhibits "A" and "B", respectively, are attached to and filed with the complaint herein.

That to secure the payment of the indebtedness evidenced by said notes the said Otis R. Coons, joined by his wife, Stella A. Coons, executed to the plaintiff a mortgage of the above described real estate, which said mortgage is in the words and figures of the Exhibit "C" attached to and filed with the complaint herein; that said mortgage was duly filed for record in the Office of the Recorder of Hendricks County, Indiana, on the 20th day of March, 1923, and is spread of record in Mortgage Record 77,

page 581, said Recorder's Office.

The court further finds that said notes for $500 each due May 1st of the years 1925, 1926 and 1927 were duly paid and that on the 4th day of November, 1930, said mortgagors paid the sum of $250.00 on the principal note for $500 due May 1, 1928, thereby reducing the principal of said indebtedness to the sum of $10,250.00.

The court further finds that plaintiff's mortgage is a first lien on said real estate and that plaintiff is now entitled to the forecllsure of its mortgage and the sale of said real estate to satisfy said mortgage debt.

The court further finds that there is now due, owing and unpaid on account of said mortgage indebtedness the following sums, to-wit: $24.42 for and on account of balance of interest due May 1, 1932; $10,250.00 for and on account of balance of principal of said indebtedness, together with interest on both of said sums from May 1, 1932 at the rate of 8% per annum, amounting to the sum of $1,945.27; $4.50 for and on account of abstract expenditure made November 20, 1933 with interest thereon amounting to 29¢, and aggregating for principal, interest and advancements the sum of $12,224.48, together with the further sum of $600.00 as and for attorney's fees, and aggregating in all for principal, interest, advancement and attorney's fees, the sum of $12,824.48.

The court further finds that such rights as the defendant, Farmers State Bank of New Ross, Ind., has or claims to have in and to said mortgaged premises, are junior and inferior in rank to the lien of plaintiff arising out of said mortgage.

The court further finds that the plaintiff is an insurance Company and that the note and mortgage described in the complaint are not subject to the tax imposed by the General Intangibles Act, approved February 28, 1933, and that the plaintiff is entitled to the execution of this judgment without the payment of any intangibles tax under the provisions of this ACT.

IT IS, THEREFORE, ORDERED, ADJJDGED AND DECREED that the plaintiff have and recover of the defendant, Otis R. Coons, the sum of $12,224.48 for principal, interest and advancements, together with the further sum of $600.00 as and for attorney's fees, and aggregating in all for principal, interest, advancements and attorney's fees, the sum of $12,824.48, its damages assessed by the Court, together with interest thereon at the rate of 8% per annum from the date of this decree, together with its costs laid out in its behalf, all without relief from valuation and appraisement laws.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the equity of redemption of the defendants, Otis R. Coons, Stella A. Coons and Farmers State Bank of New Ross, Ind., and all persons claiming from, under and through them, or either of them, in and to the mortgaged premises as hereinabove described, be and the same is forever barred and foreclosed and that the real estate and all right, title and interest of the defendants and each of them, and all persons claiming from, under or through them, or either of them, in and to the same, or so much thereof as may be necessary for that purpose shall be sold by the Sheriff of Hendricks County, Indiana, as other lands are sold on execution, such sale to be made without any relief whatever from valuation and appraisement laws, and the proceeds of such sale the Sheriff is ORDERED and DIRECTED to apply in the following manner, to-wit:

FIRST: To the payment of all costs herein;

SECOND: To the payment of plaintiff's judgment in the sum of $12,824.48 for principal, interest, advancements and attorney's fees with interest thereon at the rate of 8% per annum, until paid.

THIRD: The over plus, if any remaining after the foregoing payments, shall be paid by the Sheriff to the Clerk of this Court for the parties lawfully entitled to receive the same.

In the event that the mortgaged premises shall fail to sell for a sufficient sum to satisfy the judgment herein rendered in favor of the plaintiff, the residue thereof remaining unpaid shall be levied upon the goods, chattels, lands and tenements of the defendant, Otis R. Coons, subject to execution.

All of which is ordered, adjudged and decreed this 13th day of September, A. D., 1934.

STATE OF INDIANA)
VS) # 7496 Judgt. vs Defts. for Costs.
CHARLES LIPPINCOTT, ALIAS,) J. D. 16, Page 247.
CHARLES MEYERS)
ROBERT ROBERTS)
LESLIE OSBORN)

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and come also the defendants, in person and by counsel, and the Court being duly advised, now find the defendants not guilty on the first and second counts of the amended affidavit. And each defendant is now asked in open Court if he has any reason why sentence should not be pronounced against him on the finding of guilty on the third count of the amended affidavit, and there appearing to be no reason, the following judgment is rendered.

It is, therefore, now adjudged and decreed by the Court that the defendant, Charles Lippincott, for the offense by him committed, be and he is imprisoned in the Indiana State Preson for a period of not less than one nore more than ten years.

It is further adjudged and decreed by the Court that the defendant, Robert Roberts, for the offense by him committed, be and he is imprisoned in the Indiana State Prison for a period of not less than one nor more than ten years.

It is further adjudged and decreed by the Court that the defendant, Leslie Osborn, for the offense by him committed, be and he is hereby committed to the Board of Trustees of the Indiana Reformatory for a period of not less than one nor more than ten years.

It is further adjudged and decreed by the Court that the defendants each pay the costs of this action and stand committed until the same are staid or paid, said costs being 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 14th, 1934.

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

CHARLOTTE RUEGER)
VS) # 14317 Judgt. vs Pltf. for Costs.
JOHN RUEGER) J. D. 16, Page 247.

Comes now again the plaintiff in the above entitled cause and comes also the defendant and files his waiver of service and summons and appears in said cause and files an answer in general denial.

And now 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 being duly advised in the premises finds that the allegations of plaintiff's complaint are true and that plaintiff is entitled to a divorce from the defendant on the grounds of cruel and inhuman treatment.

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 that the plaintiff is granted an absolute divorce from the defendant.

It is further ordered, adjudged and decreed that plaintiff's maiden name of Charlotte Richardson be and the same is hereby restored to her.

It is further ordered, adjudged and decreed that the plaintiff pay the costs of this action taxed at $6.50.

GEORGE BORK)
VS) # 14247 Judgt. vs Deft., Eldridge Willeford, for
ELDRIDGE WILLEFORD, ET AL.) $403.00 and Costs. J. D. 16, Page 247.

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 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, Eldridge Willeford, the sum of $403.00, and that the plaintiff is entitled to a judgment against said defendant, Eldgridge Willeford, for said sum, together with the costs for this action and together with interest thereon from and after January 1st, 1933.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Eldridge Willeford, the sum of $403.00, together with the costs for this action, taxed at _____dollars and _____cents, and together with interest thereon from and after January 1st, 1933.

ELSIE F. MONTGOMERY)
VS) # 13803 On Account of Change of Venue.
WHEN BUILDING 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 tings correct, and the account thereof, to wit: Eighteen - - -Dollars and Sixty-Six Cents, in the case of Elsie F. Montgomery vs. When Building 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 55 Judicial Circuit of Indiana

MILLER SECURITIES CO.)
VS) # 14030 On Account of Change of Venue
D. THORNTON CONROW, 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 Miller Secureities Co. vs. D. Thornton Conrow, 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

MARTINSVILLE TRUST CO. OF)
MARTINSVILLE, INDIANA)
VS) # 13563 On Account of Change of Venue
SERV ALL GARMENT 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 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: Twelve - - -Dollars and Thirty-Three - - Cents, in the case of Martinsville Trust Co. of Martinsville, Indiana, vs. Serv All Garment 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 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

TAYLOR H. DOLEN)
VS) # 13756 On Account of change of venue.
E. J. SCOTT, 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 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: Twenty-Four - - -Dollars and Ninety-Nine Cents, in the case of Taylor H. Dolen vs. E. J. Scott, 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 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

MARVIN R. CLIFTON)
VS) # 13911 On Account of Change of Venue.
ALTA E. CLIFTON)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Henericks 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 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: Thirty-Six - - -Dollars and Thirty-Two - -Cents, in the case of Marvin R. Clifton vs. Alta E. Clifton 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 55 Judicial Circuit of Indiana.

BLANCHE E. KIPP)
VS) # 13956 On Account of Change of Venue.
INDIANAPOLIS BOARD)
OF TRADE, 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: Seven - - Dollars and Thirty-Three Cents, in the case of Blanche E. Kipp vs. Indianapolis Board of Trade, 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.

THE PEOPLES STATE BANK,)
TRUSTEE.)
VS) # 13971 On Account of Change of Venue.
FRED A. BECK, 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 beijg 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 The Peoples State Bank, Trustee vs. Fred A. Beck, 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.

WILLIAM B. KOESTER)
VS) # 13454 On Account of Change of Venue.
CLEMENT O. FREE)

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: Ninety-One - - -Dollars and Fifty-Eight - - - Cents, in the case of William B. Loester vs. Clement O. Free is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

JAMES W. FINCHUM, ADMR.)
VS) # 13625 On Account of Change of Venue.
MERIDIAN PETROLEUM 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: Thirty-Six - -Dollars and Eighty-Three Cents, in the case of James W. Finchum, Admr. vs. Meridian Petroleum 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.

VIRGIL R. ARNOLD)
VS) # 13698 On Account of Change of Venue.
STANDARD OIL COMPANY)
OF INDIANA.)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Cout 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: Two Hundred Eighty-Six - -Dollars and Twenty-One - - Cents, in the case of Virgil R. Arnold vs. Standard Oil Company of Indiana 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 suffi-

cient voucher and authority for so doing.

A. J. Stevenson,

Judge 55th Judicial Circuit of Indiana.

JEANNETTE MOORE TODD)
VS) # 13577 On Account of Change of Venue.
ANGELINE NEAL, 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: Two Hundred Nine - -Dollars and Seventy-One - - Cents, in the case of Jeannette Moore Tood vs. Angeline Neal, 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.

THE INDIANAPOLIS CO.)
VS) # 13411 On Account of Change of Venue.
JAMES A. BECK, 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 triee, 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 The Indianapolis Co. vs. James A. Beck, 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.

DORA WING &)
NANCY C. SCOTT)
VS) # 13380 E N T R Y Judgt. vs Deft. for Costs.
WILL WARD) J. D. 16, Page 248.

Come now again the parties in the above entitled cause 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 being fuly advised in the premises now finds that the allegations of plaintiff's complaint are true and that she is entitled to the possession of the real estate described in her complaint as against the defendant herein.

It is, therefore, ordered, adjudged and decreed by the court that the plaintiff recover the possession of the real estate described in her complaint and that the defendant be, and he is hereby ejected for the possession of said real estate.

It is further ordered, adjudged and decreed that plaintiff recover her costs taxed at _____dollars and _____cents.

MYRTLE GRANTHAM)
VS) # 14277
IVA ROBERTS) ENTRY DECREE FORECLOSING MORTGAGE.
EMERY ROBERTS) Judgt. vs Defts., Iva Roberts, Emery Roberts, Grover Warren,
GROVER WARREN) Maude Warren, Perry Warren and Lillie Warren, for $688.00
MAUDE WARREN) and Costs.
PERRY WARREN and) J. D. 16, Page 248.
LILLIE WARREN)

Comes now the plaintiff herein, by her attorney, Martin L. Conrad, and it appearing to the court that the defendants herein were duly served by summons herein more than ten days before the return day endorsed on the complaint, which summons and the return thereon are in the words and figures as follows, to-wit: (H.I.), and the defendants, Iva Roberts, Emery Roberts, Grover Warren, Maude Warren, Perry Warren, and Lillie Warren, being three times audibly called in open court, come not and herein wholly make default.

The court having heard the evidence and being duly advised in the premises, finds for the plaintiff and that the allegations of the plaintiff's complaint are true and that there is due the plaintiff from the defendants on the note sued upon herein the sum of Six Hundred Thirteen ($613.00) Dollars principal and interest and the further sum of Seventy-five ($75.00) Dollars for plaintiff's attorney, making a total sum due of Six Hundred Eighty-eight ($688.00) Dollars, which the plaintiff is entitled to recover from the defendants, together with the costs of this action, all without relief from valuation or appraisement laws; the court further finds that said sums are secured by a mortgage upon the undivided shares and interest in the real estate described in plaintiff's complaint; that plaintiff is entitled to have said mortgage foreclosed and said real estate sold.

It is further ordered, decreed, and adjudged by the court that the plaintiff have and recover from the defendants, Iva Roberts, Emery Roberts, Grover Warren, Maude Warren, Perry Warren, and Lillie Warren, the sum of Six Hundred Eighty-eight ($688.00) Dollars, with eight percent (8%) interest from date of judgment, together with costs of this action and accruing costs, all without relief from valuation and appraisement laws.

It is further ordered, decreed, and adjudged by the court that the equity of redemption of the defendants and of all the persons claiming through or under them in

and to the undivided real estate described in the complaint, lying and being in the County of Boone, State of Indiana, and described as follows, to-wit:--

The northeast quarter of the southeast quarter of section 27, township 20 north, range 1 west, also the southeast quarter of the northeast quarter of section 27, township 20 north, range 1 west, except 2 acres off of the entire east side of the southeast quarter of the northeast quarter of section 27, township 20 north, range 1 west, leaving 78 acres,

be, and the same is forever barred and foreclosed, and that said described undivided real estate and all the right, title, interest, and claim of said named defendants and of all persons claiming from, through, or under them in and to the same, or so mych as may be necessary for that purpose, shall be sold by the Sheriff of Boone County, State of Indiana, as other lands are sold at execution, that the sale be without relief from valuation or appraisement laws; that the proceeds arising from the sale be applied as follows, to-wit: first; the payment oc 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 heretofore rendered, together with eight percent (8%) interest from this date, being the amount of interest allowed in the original note and mortgage; third; the overplus, if any, to be paid to the Clerk of the court for the use of the party lawfully entitled thereto.

It is further ordered, decreed, and adjudged that in the event any person or persons are in possession of said real estate and shall refuse on the demand of the holder of the Sheriff's Deed thereto issued in connection with this proceedings to foreclose, to surrender possession of said real estate to such purchaser, then the County Clerk of Boone County, and on the request of such purchaser or its assignees or grantees, shall issue a writ of restitution to the Sheriff of Boone County, Indiana, wherein he is hereby impowered and authorized and directed to put such purchaser or his, her, or its assignees or grantees in possession of real estate, using such force as may be necessary to remove any person or persons in possession thereof, together with their property and effects.

In the event said mortgaged premises shall fail to sell for a sum sufficient to satisfy said judgment, interest, costs, and accruing costs, the residue thereof remaining unpaid shall be levied upon the goods, chattels , lands, and tenements of the defendants herein named, herein subject to execution, and the sale thereof shall be made without relief from valuation and appraisement laws.

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

A. J. Stevenson, Judge.

Saturday Morning, September 15th, 1934.

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

IMPANELLING OF THE PETIT JURY FOR THE SEPTEMBER TERM, 1934.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for jury service, Monday, September 17th, 1934.

WILLIAM L. CHAVERS)
VS) # 13654
INDIANAPOLIS STREET)
RAILWAY COMPANY)

Come now the parties, by counsel, and by agreement of said parties, this cause is continued to November Term, 1934.

CHARENCE L. PRICE)
VS) # 13935
EMROY HOWARD LITTLE, ET AL.)

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

STATE OF INDIANA)
VS) # 7503 (This entry is of September 13th, 1934.)
HENRY HAINES)
WILL HAINES)

Comes now the Sheriff of Hendricks County, Indiana, and reports that the above named William Haynes is suffering from epelepsy and that the conditions at the Jail are insufficient to properly care for said defendant, and the Court now orders his committment to the Methodist Hospital at Indianapolis, Indiana, for the maintenance and treatment pending the disposition of this cause.

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

A. J. Stevenson, Judge.

Monday Morning, September 17th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WALTER THOMPSON, ET AL.)
VS) # 13904
E. M. ALLEN, ET AL.)

Come now the parties, by counsel, and this cause is set for trial, November 8th, 1934.

Courtland C. Gillen
Courtland C. Gillen, Special Judge.

STATE OF INDIANA)
VS) # 7502 Judgt. vs Each Deft. for $25.00 and Costs.
WILL LONG) J. D. 16, Page 248.
CHARLEY LONG)

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each of the defendant, in their own proper persons, who each being duly arraigned in open Court for his plea says that he is guilty.

It is, therefore, now adjudged and decreed by the Court that each defendant, Will Long and Charley Long, for the offense by him committed be and he is imprisoned in the State Penal Farm for a period of six months, and that each 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.

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 society does not demand or require that the said defendants shall suffer the penalty imposed by law if they shall hereafter behave well.

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

STATE OF INDIANA)
VS) # 7470
RALPH KELCH)

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 State of Indiana now files second count of affidavit, which second count of affidavit is in the words and figures following, to-wit: (H.I.), and the said defendant now waives arraignment and enters plea of not guilty to the second count of affidavit.

And now this cause coming on for trial, the sheriff of this county is ordered to bring into open Court the following jurors for jury service, to-wit: Albert Harlan, Bert Tharp, Frank Elrod, Rolla Rodney, W. Edgar Bailey, Walter Hendrix, Lee Kibbey, Crit J. Waters, Irvin Henderson, Joe Miller, Carl Sparks and Fred Hines, 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 the Court having heard all the evidence in this cause, arguments are now 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 twelve inclusive, to the giving of each one of which the defendant duly objects and excepts.

And now all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

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

And now the jury is again brought into Court and returns a verdict for the defendant, which verdict is in the words and figures following, to-wit:

STATE OF INDIANA)
VS) CAUSE NUMBER 7470
RALPH KELCH)

We, the jury, find the defendant not guilty.

Joseph M. Miller
FOREMAN

And now the jury is discharged from further duty in this cause, and the defendant, Ralph Kelch, is now released.

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 Term, 1934.

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

HOMER C. ALSPAUGH)
)
VS) # 14401 Order for publication
)
DOROTHY M. ALSPAUGH)

Comes the plaintiff and files his affidavit for publication of notice to the defendant, as follows:-

STATE OF INDIANA)
)SS
HENDRICKS COUNTY) Plaintiff's Affidavit for Publication

Homer C. Alspaugh, having been duly sworn, on his oath states he is the plaintiff in the action for divorce to be filed in the Hendricks Circuit Court wherein Homer C. Alspaugh is plaintiff and Dorothy M. Alspaugh is defendant; that the defendant Dorothy M. Alspaugh is not a resident of the State of Indiana, and that her residence is unknown to this affiant and that he does not now know her residence.

Homer C. Alspaugh

Subscribed and sworn to before me this 25th day of June, 1934.

(SEAL) A. M. Watkins
My Commission expires Notary Public
Dec. 19, 1934

and, on his motion, it is ordered that publication be made as prescribed by law for the defendant to appear and answer to the complaint on the 15th day of November, 1934

MARY I. REES)
VS) # 14343
JAMES D. REES)

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.). And now comes the defendant, by counsel, and 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 Court having heard a part of the evidence in this cause, the same is now continued until 9:00 o'clock A. M., Wednesday, September 19th, 1934.

MARJORIE L. JOYCE)
VS)# 14322 Judgt. vs Deft. for$5.00 per week and costs.
TOM JOYCE) J. D. 16, Page 248.

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 make 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 the complaint are true and that the plaintiff is entitled to an absolute divorce from the defendants on the grounds therein alleged, together with the custody of two minor children, Tom, age five and Carla Dean, age three, that the defendant, Tom Joyce, should contribute to the plaintiff for support of said children the sum of $5.00 per week, payments to be made to the Clerk of this Court each week until further order of the Court, all at the cost of the defendant.

It is, therefore, considered, ordered and decreed by the Court that the bond of matrimony heretofore existing between Marjorie L. Joyce and Tom Joyce be and it is hereby set aside and held for naught and the plaintiff is hereby granted a divorce from the defendant.

It is further considered, ordered and decreed by the Court that the plaintiff, Marjorie L. Joyce have the custody of two minor children Tom, age five and Carla Dean, age three, that the defendant, Tom Joyce, be and he is hereby ordered to contribute to the plaintiff for support of said children the sum of $5.00 per week, payments to be made to the Clerk of the Hendricks Circuit Court each week until further order of the Court, and that said defendant, Tom Joyce, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

JAMES P. GRIGGS, GUARDIAN OF)
ELLIS J. THORNBERRY A PERSON)
OF UNSOUND MIND)
VS) # 13451 On Account of Change of Venue.
JOSEPH E. OVERTON, 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 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: Twelve - - - -Dollars and - - -Cents, in the case of James P. Griggs, Guardian of Ellis J. Thornberry a person of unsound mind vs. Joseph E. Overton, et al. is now audited and alllwed 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.

LESTER WILSON)
VS) # 13531 On Account of Change of Venue.
PENN. RAILROAD 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: Seven - - -Dollars and Thirty-Three Cents, in the case of Lester Wilson vs. Penn. Railroad 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.

GORDON HACKNEY)

VS) # 13723 On Account of Change of Venue.

REUBEN SCHULER)

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: Ten - - - - Dollars and - -Cents, in the case of Gordon Hackney vs. Reuben Schuler 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

HARPER A. BUSBY)

VS) # 12843 On Account of Change of Venue.

EFFIE A. WINEGARDENER)

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 Harper A. Busby vs. Effie A. Winegardener 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

OTTO G. WEBB)

VS) # 13697 On Account of Change of Venue.

JOHN DORSETT)

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: Seven - - -Dollars and Fifty - - -Cents, in the case of Otto G. Webb vs. John Dorsett 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

EDDIE VICK, BY ELZIE W. VICK, HIS)

NEXT FRIEND)

VS) # 13138 On Account of Change of Venue.

INDIANAPOLIS WATER CO. &)

THE CITY OF INDIANAPOLIS)

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

It is by me ordered and adjudged that said account is in all things correct, and theaccount thereof, to wit: Twelve - - -Dollars and Thirty-Three Cents, in the case of Eddie Vick, by Elzie W. Vick, his next friend vs. Indianapolis Water Co. & The City of Indiana 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

MILTON W. OSBORN)

VS) # 13498 On Account of Change of Venue.

WILLIAM D. HAVERSTICK, 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: Seven - - -Dollars and Thirty-Three Cents, in the case of Milton W. Osborn vs. William D. Haverstick, 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

FRANK J. REMBUSCH)
VS) # 12898 On Account of Change of Venue.
FLETCHER AMERICAN NATIONAL BANK,)
INDIANAPOLIS, INDIANA.)

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 ordereeand adjudged that said account is in all things correct, and the account thereof, to wit: Twelve - - -Dollars and Fifty - - - Cents, in the case of Frank J. Rembusch vs. Fletcher American National Bank, Indianapolis, Indiana. 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) # 7417 On Account of Change of Venue.
CLAY TERRELL)

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 State of Indiana vs. Clay Terrell is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

WILLIAM MATKIN, ADMR. ETC.)
VS) # 14124 On Account of Change of Venue.
PENN. RAILROAD 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 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 adjjdged that said account is in all things correct, and the account thereof, to wit: Five- - - -Dollars and Fifty - - -Cents, in the case of William Matkin, Admr., etc. vs. Penn. Railroad 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 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

CHAPEL CEMETERY CO.)
VS) # 14190 On Account of Change of Venue.
DESSIE O'HAIR THOMAS,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 disposeeof, 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: Seven - - -Dollars and Fifty - - -Cents, in the case of Chapel Cemetery Co. vs. Dessie O'Hair Thomas, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Putnam in said State, and the Auditor of said County of Putnam is hereby ordered and directed to issue his warrant upon the Treasurer of said County pf 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.

INDIANA ICE & FUEL CO.)
VS) # 14211 On Account of Change of Venue
DELLA KUHN, 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 ac-

count 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 Indiana Ice & Fuel Co. vs. Della Kuhn, 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 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.

LUX LAUNDRY, INC.)
VS) # 13693 On Account of Change of Venue.
BENJAMIN W. BARKER)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Nineteen - - -Dollars and - - -Cents, in the case of Lux Laundry, Inc. vs. Benjamin W. Barker is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

JAMES HAZELETT)
VS) # 14064 On Account of Change of Venue.
ETTA CURTIS)

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 triee, 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 orderee and adjudged that said account is in all things correct, and the account thereof, to wit: Fifteen - - - -Dollars and - - -Cents, in the case of James Hazelett vs. Etta Curtis is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against saidCounty of Morgan in saidState, 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

THE INDIANA SAVINGS AND)
INVESTMENT CO.)
VS) # 14056 On Account of Change of Venue.
LUTHER M. SWEENEY, ET UX)

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 Indiana Savings & Investment Co. vs. Luther M. Sweeney, et ux. 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

ISAAC D. WHITE)
VS) # 14044 On Account of Change of Venue.
PHYSICIANS PROTECTIVE)
CASUALTY 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 Mrion 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 Isaac D. White vs. Physicians Protective Casualty 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. Sevenson

Judge 55th Judicial Circuit of Indiana

WALTER THOMPSON,ET AL.)
VS) # 13903 On Account of Change of Venue.
MOORESVILLE BUILDING, SAV-)
INGS & 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 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 adjjdged that said account is in all things correct, and the account thereof, to wit: Sixty-Four - -Dollars and Thirty - - - Cents, in the case of Walter Thompson, et al. vs. Mooresville Building, Savings & 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 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

THE PEOPLE'S STATE BANK,)
TRUSTEE)
VS) # 13912 On Account of Change of Venue
CARLETON B. McCULLAUGH)

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 refernece thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Eighteen - -Dollars and Sixty-Six Cents, in the case of The People's State Bank, Trustee vs. Carleton B. McCullaugh 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

CYRUS C. WILLIAMSON)
VS) # 13981 On Account of Change of Venue.
LASALLE EXTENTION UNIVERSITY,)
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: Thirteen - - -Dollars and Sixty-Six - - - Cents, in the case of Cyrus C. Williamson vs. Lasalle Extention University, 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

THE PEOPLES STATE BANK, TRUSTEE)
VS) # 13584 On Account of Change of Venue.
WILLIAM MARSHALL, 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 acoount is in all things correct, and the account thereof, to wit: Eighteen - -Dollars and Sixty-Six Cents, in the case of The Peoples State Bank, Trustee vs. William Marshall, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

CHARLES L. PEARSON)
VS) # On Account of Change of Venue.
STOKLEY BROS. & CO., INC.)

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: Thirty - -Dollars and Fifty - - Cents, in the case of Charles L. Pearson vs. Stokley Bros. & Co., Inc. 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.

ARABELLE COMER)
VS) # 13990 On Account of Change of Venue.
RAYMOND A. FRANKE)

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;

Tuesday, September 18th, 1934, and the 14th day of the September Term, 1934.

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 Arabelle Comer vs. Raymond A. Franke 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

BANKERS TRUST COMPANY EXECUTOR)
OF LAST WILL & TESTAMENT OF)
MARY J. PROCTOR, DECEASED.)
VS) # 14067 On Account of Change of Venue.
AGNES HENDERSON PROCTOR GADDIE, 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 evideme 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: Sixty-Three - - -Dollars and Ninety-Eight - - - Cents, in the case of Bankers Trust Co. Ex. of Last Will & Testament of Mary J. Proctor, Dec'd. vs. Agnes Henderson Proctor Gaddie, 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

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

Record read and signed in open court.

A. J. Stevenson, Judge.

ORIGINAL