CIVIL
ORDER
BOOK

84

HENDRICKS

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To
June 19 1935

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Wednesday, September 19th, 1934, and the 15th day of the September Term, 1934.

Wednesday Morning, September 19th, 1934.

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

POLK SANITARY MILK COMPANY,)
A CORPORATION )
VS ) # 12870 On Account of Change of Venue
IRA A. ROHL )

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 Polk Sanitary Milk Company, a Corporation. vs. Ira A. Rohl 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

IDA GERMANSON )
VS ) # 13707 On Account of Change of Venue
BASCA MANUFACTURING CO.)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Seven - - - Dollars and Thirty-Three Cents, in the case of Ida Germanson vs. Basca Manufacturing Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

DICKINSON FUEL CO. )
VS ) # 13823 On Account of Change of Venue.
W. M. HUNT, WHOSE CHRISTIAN )
NAME IS UNKNOWN, 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: Nineteen - - -Dollars and - - -Cents, in the case of Dickinson Fuel Company vs. W. M. Hunt, Whose Christian Name is Unknown, 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

WILLIAM J. BACKEMEYER, ET AL.)
VS ) # 14043 On Account of Change of Venue.
FLOYD PARSLEY, 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 William J. Backemeyer, et al. vs. Floyd Parsley, 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.

IRVING WEBSTER )
VS ) # 13293 On Account of Change of Venue.
LASKI LOUIS FARB, 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 Irving Webster vs. Laski Louis Farb, 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

CORNELIUS KING )
VS ) # 13651 On Account of Change of Venue.
WILLIAM P. JUNGCLAUS )
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 Fifty - - -Cents, in the case of Cornelius King vs. William P. Jungclaus 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

IDA PRESSBURG )
VS ) # 13992 On Account of Change of Venue.
ELSIE McCALL )

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 Ida Pressburg vs. Elsie McCall 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

DWIGHT HARVEY )
VS ) # 14359
JANE HARVEY )

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

THE CONNECTICUT MUTUAL )
LIFE INSURANCE COMPANY )
VS ) # 14099
PEARL MOORE, ET AL. )

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 seen and examined said motion and being duly advised in its premises, now sustains the same, 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.

BYRON L. JONES )
VS ) # 14318 Judgt. vs Deft. for $68.36 and costs.
THOMAS MULLEN ) J. D. 16, Page 249.

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 note sued upon the sum of $53.36 of principal and interest and the further sum of $15.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendant, Thomas Mullen, for a total of said two sums, together with the costs for 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 defendant, Thomas Mullen, the sum of $68.36, together with the costs for this action, taxed at _____dollars and _____cents, and without relief from valuation or appraisement laws.



MARY I. REES )
VS ) # 14343
JAMES D. REES )

Come now again the parties, in person and by counsel, and the taking of evidence is continued and concluded, and the Court now takes this cause under advisement.

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

A. J. Stevenson, Judge.

Thursday Morning, September 20th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

SIMON SHORE )
VS ) # 14319
FIRST RURAL LOAN AND )
SAVINGS ASSOCIATION. )

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before September 29th, 1934.

OSCAR KAYS )
VS ) # 14328 Judgt. vs Pltf. for Costs.
DAVID BLUNK ) J. D. 16, Page 249.

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

MABLE A. MURPHY )
VS ) # 14403
ALVIN S. MURPHY )

Comes now the above named plaintiff and files her complaint for divorce and also files her verified petition for temporary allimony, attorneys fee, and support and custody of their children during the pendency of this action which verified petition is in words and figures following to-wit: (H.I.) and the court having examined said petition, and being fully advised and informed in connection with the matters alleged therein as to a restraining order, now finds in favor of said plaintiff in regard to a restraining order, and it is now hereby ordered by the court that the defendant be and he is hereby restrained from entering upon the premises now occupied by plaintiff and their children as a home, and is also restrained from disturbing said plaintiff in her home, or else where about her work and is restrained from moving any of the furniture from said home, or interfering with the management, control or custody of their two children,Mary Faith Murphy and Paul Frederick Murphy, and that this restraining order, in regard to all of above matters is to be in full force and effect until a further order of this court.

As to the part of the verified petition asking for temporary allimony, support and attorneys fee, the same is continued and set for hearing on the 1st day of October, 1934, and it is ordered that the Clerk issue to the Sheriff a copy of this order and that the same be served upon said defendant and due return made of such service.

LADOGA CANNING CO.)
VS ) # 14404
EARL DILLON )

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



And the Court having seen and examined said petition and being duly advised, the same is now set for hearing, Saturday, September 22nd, 1934, at 9:00 o'clock A. M.

MARY I. REES )
VS ) # 14343 Judgt. vs Deft. for $15,000.00 alimony, $400.00 attys'. fees and $15.00 per week for support.
JAMES D. REES ) J. D. 16, Page 249.

Come now again the parties, in person and 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 she is entitled to a divorce from the defendant on the grounds therein stated.

The Court further finds that the defendant is not a fit person to have the care and custody of the minor children ~~children~~; that the plaintiff is a fit person to have the care and custody of said minor children, and that said care and custody should be award to the plaintiff.

The Court further finds that the defendant should pay to the plaintiff as alimony, the sum of fifteen thousand dollars and that he should also pay to the plaintiff for the use and benefit of her attorneys the sum of four hundred dollars.

The Court further finds that the defendant should pay to the plaintiff for the support and maintenance of their minor son, James D. Rees, Jr., the sum of fifteen dollars per week, said first payment to be made on or before the 24th day of September, and a like sum each week thereafter until further order of the Court; all at the cost of the defendant.

It is, therefore, considered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between Mary I. Rees and James D. Rees be and it is hereby set aside and held for naught, and that the plaintiff is hereby granted a divorce from the defendant.

It is further considered, adjudged and decreed by the Court that the defendant, James D. Rees, is not a fit person to have the care and custody of the minor children; that the plaintiff is a fit person to have the care and custody of said minor children, and that said care and custody be and it is hereby awarded to the plaintiff, Mary I. Rees.

It is further considered, adjudged and decreed by the Court that the defendant, James D. Rees, pay to the plaintiff as alimony, the sum of fifteen thousand dollars, and that he also pay to the plaintiff for the use and benefit of her attorneys the sum of four hundred dollars.

It is further considered, adjudged and decreed by the Court that the defendant, James D. Rees, pay to the plaintiff for the support and maintenance of their minor son, James D. Rees, Jr., the sum of fifteen dollars per week, said first payment to be made on or before the 24th day of September, and a like sum each week thereafter until further order of the Court; all at the cost of the defendant, James D. Rees, 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 21st, 1934.

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

OREN S. HACK, REC.,ETC. )
VS ) # 14337
EARL S. GARRETT, ET AL. )

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

STATE OF INDIANA )
VS ) # 7492
WARREN GIFFORD )

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.).

O. FRANK MUSSELMAN )
VS ) # 14182 Judgt. vs Defts. for $308.70 and Costs.
JOHN W. FRAZEE, ET AL. ) J. D. 16, Page 249.

Comes now the plaintiff, in person and by counsel, and this cause having been set for trial and the time of trial having arrived, 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 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 obligation sued upon the sum of $308.70, and that the plaintiff is entitled to a judgment against the defendants, John W. Frazee, Lillie Belle Stone Frazee, Lizzie L. Whittenbury and Charles M. Roark, for said amount, 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 defendants, John W. Frazee, Lillie Belle Stone Frazee, Lizzie L. Whittenbury and Charles M. Roark, for the sum of $308.70, together with the costs for this action, taxed at _____dollars and _____cents.

THE MUTUAL BENEFIT LIFE INSURANCE )
COMPANY, A CORPORATION, )
VS ) # 14381
ALBERT B. FISHBACK, UNMARRIED; ) Judgt., vs Deft., Albert B. Fishback, for
FRANK C. EVANS, LAWRENCE E. DeVORE ) $6951 and Costs.
AND BENJAMIN C. EVANS, PARTNERS, ) J. D. 16, Page 250.
DOING BUSINESS UNDER THE FIRM NAME )
AND STYLE OF EVANS, DeVORE AND C )
COMPANY; )
THE DANVILLE TRUST COMPANY, EXECUTOR )
OF THE LAST WILL AND TESTAMENT OF )
JACOB LOCKHART, DECEASED; )
THE DANVILLE TRUST COMPANY, TRUSTEE )
UNDER THE TERMS OF THE EAST WILL AND )
TESTAMENT OF JACOB LOCKHART, DECEASED; )
WILLIAM F. FRANKLIN AND CHARLES Z. COOK, )
LIQUIDATING AGENTS OF THE DANVILLE )
TRUST COMPANY, A CORPORATION; )
NANCY A. LOCKHART, WIDOW, AND )
OSCAR B. LOCKHART; )
BUTLER UNIVERSITY, A CORPORATION. )

Comes the plaintiff, The Mutual Venefit Life Insurance Company, a Corporation, by counsel, and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants, Albert B. Fishback, unmarried; The Danville Trust Company, Executor of the last will and testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of the last will and testament of Jacob Lockhart, deceased; William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, a corporation; Nancy A. Lockhart, widow, and Oscar B. Lockhart, 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 duly served with process and notice of the filing and pendency of this action more than ten days before the 4th day of September, 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 now 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, appear by counsel and file answer to the complaint as follows, to-wit: -(Here Insert).

Also defendant, Albert B. Fishback, unmarried, appears by his attorney, Arney W. Watkins, and files answer to the complaint as follows:- (Here Insert).

And now defendants, Butler University, a Corporation, comes by its attorneys and files answer to the complaint as follows, to-wit:- (Here Insert).

And defendants, The Danville Trust Company, Executor of the Last Will and Testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of The Last Will and Testament of Jacob Lockhart, deceased, and William F. Franklin and Charles Z. Cook, Liquidating Agents for The Danville Trust Company, a Corporation, each 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 defendants, Nancy A. Lockhart, widow, and Oscar B. Lockhart, appear in person and file their answer in general denial of the allegations of the complaint, as follows, to-wit:-(Here Insert).

And this cause, being at issue upon plaintiff's complaint, the several answers to the complaint of defendants, Albert B. Fishback, 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; Butler University, a Corporation; and Nancy A. Lockhart, widow, and Oscar B. Lockhart; and the several defaults of defendants, The Danville Trust Company, Executor of the Last Will and Testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of the Last Will and Testament of Jacob Llckhart, deceased; and William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, a Corporation, 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 the Hendricks Circuit Court on August 14th, 1934, and by indorsement thereon the Clerk was directed to issue summons upon said complaint as follows:-

To the sheriff of Hendricks County, Indiana, for defendants, Albert B. Fishback, unmarried; The Danville Trust Company, Executor of the Last Will and Testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of the Last Will and Testament of Jacob Lockhart, deceased; William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, a Corporation; Nancy A. Lockhart, widow, and Oscar B. Lockhart;

To the sheriff of Marion County, Indiana, for defendant, Butler University, a Corporation; and make each of said summonses returnable on the 4th day of September, 1934, the same being the 2nd judicial day of the September Term, 1934 of the Hendricks Circuit Court; that pursuant to said indorsement, the Clerk issued said summonses as directed, which summonses were each duly served as commanded.

The court further finds that on the 1st day of March, 1928, defendant, Albert B. Fishback, unmarried, became indebted to defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore & Company, in the sum and amount of $6000.00, and as evidence of such indebtedness, on the said 1st day of March, 1928, made and delivered to said defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners doing business under the firm name and style of Evans, DeVore & Company, under the name and style of Evans, DeVore & Company, his certain promissory note for the sum of $6000.00, and thereby promised and agreed to pay said defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners, doing business under the firm name and style of Evans, DeVore & Company, on the 1st day of March, 1933, the sum of $6000.00, and ten interest coupon notes attached to said principal note, representing the interest due on said principal note, each for the sum of $150.00 and falling due as follows:-One on the 1st day of September, 1928, and one each of the remaining notes on the first days of March and September of each and every year thereafter until and inclusive of March 1st, 1933; that to secure the pay-

ment of said principal note and said interest coupon notes, as and when the same should severally become due and payable, said defendant, Albert B. Fishback, unmarried, made and delivered to defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners, doing business under the firm name and style of Evans, DeVore & Company, his certain mortgage on the following described real estate in Hendricks County, Indiana, to-wit:-

Fifteen (15) acres off of and across the entire South side of the Southeast quarter of the Northeast quarter, and 30 acres off of and across the entire North side of the Northeast quarter of the Southeast quarter, all in Section 16, Township 16 North, Range 2 West. Also, 15 acres off of and across the entire South side of the Southwest quarter of the Northwest quarter of Section 15; also, the Northwest quarter of the Southwest quarter of Section 15, all in Township 16 North, Range 2 West, containing in the aggregate, 100 acres, more or less.

That said mortgage was dated March 1st, 1928, duly acknowledged by the mortgagor on March 27th, 1928, before a Notary Public in and for Hendricks County, in the State of Indiana, filed for record in the Recorder's Office of Hendricks County, Indiana, at 2:15 o'clock P.M. on the 28th day of March A.D. 1928, and recorded in Book 86 of Mortgages, at page 405-6 of the records of said office.

That after the execution of said notes, and mortgage to secure the payment of the same, said defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners, doing business under the firm name and style of Evans, DeVore & Company, for a valuable consideration, assigned and transferred unto the plaintiff herein each and all of said notes and the said mortgage securing the payment of the same; that the assignment and transfer of said notes was in writing, duly executed by the assignor, and said writing attached to the said principal note; that the assignment of said mortgage was likewise in writing, duly signed and acknowledged by the assignor, Evans, DeVore & Company, by Janjamin C. Evans, a member of the firm, and was filed for record in the Recorder's Office of Hendricks County, Indiana, on the 7th day of May A.D. 1928, at 1:45 o'cllck P. M., and recorded in Book 86 at Mortgages, at pages 527-528 of the records of said office; that upon upon the assignment and transfer of said notes and mortgage the plaintiff herein became the owner thereof and that the assignor has no interest whatever in and to said mortgage or in the unpaid note and debt secured thereby, or has any one of the several members of said assignor firm any interest in said mortgage or in the unpaid note and debt secured by said mortgage; that each and all of said interest coupon notes were paid as and when they severally became due but the principal note in the sum of $6000.00 due and payable on March 1st, 1933, was not paid on the due date thereof; that when said principal note became due and payable, on March 1st, 1933, defendant Albert B. Fishback, unmarried, requested on the plaintiff herein that it extended the time of the payment thereof to the 1st day of September, 1933; that, pursuant to said request, the plaintiff did extend the time of the payment of said principal note to September 1st, 1933, on condition that said defendant pay interest thereon at the rate of five per centum per annum in, to-wit:-the sum and amount of $150.00; that thereafter said defendant paid the sum of $55.44 upon said interest but failed and neglected to pay the balance thereof in the sum of $94.56, and likewise failed and neglected to pay the principal note and debt in the sum and amount of $6000.00 upon the due date thereof, September 1st, 1933.

The court further finds for the plaintiff upon its complaint, that the material allegations thereof are true, that the principal note and debt in the sum of $6000.00, together with accumulated interest thereon, in the sum of $94.56, became due and payable on September 1st, 1933, and now remain wholly unpaid; that the plaintiff is entitled to recover said amounts, together with interest thereon at the rate of eight per centum per annum from and after September 1st, 1933, in the total sum and amount of



$6609.24; that the 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 $11.50; that interest on said advancement has accrued to the amount of $.18, and that plaintiff is entitled to recover for money advanced for abstracting, and interest thereon, the sum and amount of $11.68; that plaintiff was obliged to employ attorneys to endorce 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 reasonalbe fee for plaintiff's attorneys is $331.00; 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, Albert B. Fishback, unmarried, for a total of said several amounts, in, to-wit:-the sum of $6951.92, and the costs of this action taxed at $____, and accruing costs, all without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described therein foreclosed and the real estate described in said 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.

The court further finds that defendant, Butler University, a Corporation, as the residuary legatee under the Last Will and Testament of Jacob Lockhart, deceased, has and holds a mortgage upon the real estate described in plaintiff's mortgage to secure the obligation of defendant Albert B. Fishback, unmarried, in favor of the testator, Jacob Lockhart, for the sum and amount of $4500.00, said mortgage appearing of record in Book 86 of Mortgages at page 441 of the records of the Recorder's Office of Hendricks County, Indiana, which said mortgage is a valid lien thereon but junior and inferior to the lien of plaintiff's said mortgage.

The court further finds that defendants, The Danville Trust Company, Executor of the Last Will and Testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of the Last Will and Testament of Jacob Lockhart, deceased; William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, A Corporation; Nancy A. Lockhart, widow, and Oscar B. Lockhart, have no interest whatever in and to the real estate described in the complaint and covered by plaintiff's said mortgage, or has any one of said defendants any interest therein.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from defendant, Albert B. Fishback, unmarried, the sum of $6951.92, of which amount the sum of $331.00 thereof is for plaintiff's attorneys' fees, together with the costs of this action, taxed at $____, and accruing costs, all without any relief from valuation or appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition, September 21st, 1934.

It is further considered and adjudged by the court that defendants, Frank C. Evans, Lawrence E. DeVore and Benjamin C. Evans, partners, doing business under the firm name and style of Evans, DeVore & Company; The Danville Trust Company, Executor of the Last Will and Testament of Jacob Lockhart, deceased; The Danville Trust Company, Trustee under the terms of the Last Will and Testament of Jacob Lockhart, deceased; William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, a Corporation; Nancy A. Lockhart, widow, and Oscar B. Lockhart, have no interest whatever

in and to the real estate described in the complaint, or has any one of said defendants any interest in said real estate.

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 defendants, Albert B. Fishback, unmarried, and Butler University, a Corporation, 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, Albert B. Fishback, unmarried, and Butler University, a Corporation, 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 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 21st day of September, 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.

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 22nd, 1934.

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

ELI MABE )
VS ) # 13273
HOYT SPENCER )

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

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

NEWTON A. WALL )
VS ) # 12459 Judgt. vs Deft. $933.92 and Costs.
THOMAS R. BERRY ) J. D. 16, Page 250.

Comes now again the plaintiff, by counsel, and on motion the judgment dismissing this cause of action is now vacated and set aside and said cause is re-instated as a action pending in this Court.

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 the complaint for the defendant to appear and answer said complaint, said defendant is three times audibly called in open court but come not and herein wholly makes default.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant on the note sued upon in principal and interest the sum of $898.92 and the further sum of $35.00 as attorney fees, and that the plaintiff is entitled to a persona judgment against the defendant, Thomas R. Berry, for a total of said two sums, together with the costs for this action, 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, Thomas R. Berry, the sum of $933.92 together with the costs for this action, taxed at _____dollars and _____cents, without relief from valuation or appraisement laws.

UNITED STATES RUBBER COMPANY )
VS ) #13995
RAY MOON )
DOROTHY A. MOON )

Comes now the defendants, by counsel, and on their motion this cause is now sent on change of venue to Marion County, Indiana, 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, the parties are now given ten days in which to pay the costs and perfect the change.

LADOGA CANNING COMPANY )

VS ) # 14404 ENTRY FINAL JUDGMENT OF INJUNCTION

EARL DILLON ) Judgt. vs Deft. for Costs, J. D. 16, Page 250.

Comes now the Ladoga Canning Company, plaintiff in the above entitled cause by its attorney, Joseph S. Bell, and the defendant, Earl Dillon, appearing without counsel, and this proceeding being submitted to the Court and the evidence heard, the Court now finds in favor of the plaintiff, the Ladoga Canning Company, and enters judgment upon said finding and it is now ordered and decreed:

That the defendant, Earl Dillon, be and he is hereby restrained and enjoined from selling, delivering or disposing of tomatoes grown by him to any party or parties other to the Ladoga Canning Company, plaintiff herein.

And it is further ordered and decreed that the plaintiff recover judgment for costs and judgment is hereby entered against the defendant, Earl Dillon, for the costs of this action in the sum of ten dollars and fifty cents ($10.50).

STATE OF INDIANA )

VS ) # 7492 Judgt. vs Deft. for $50.00 Fine and Costs.

WARREN GIFFORD ) J. D. 16, Page 250.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and now in open Court the defendant, Warren Gifford, withdraws his plea of not guilty and enters his plea of guilty to the charge of petit larceny as contained in the amended affidavit.

And now the Court being duly advised, now finds that the defendant for the offense by him committed should be fined in the sum of $50.00; that he should be imprisoned in the State Penal Farm for a period of six months, and that he should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Warren Gifford, for the offense by him committed be and he is fined in the sum of $50.00; that he be and he is imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____ dollars and _____ cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

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

STATE OF INDIANA ON THE RELATION )

OF LUTHER F. SYMONS, BANK COMMIS- )

SIONER OF THE STATE OF INDIANA. )

VS ) # 13635 Order on Petition to Release Mortgage.

HUNTER BANK )

Comes now Harney F. Semones, the duly qualified and acting receiver of the Hunter Bank, and files his petition to release mortgage, which petition is in the words and figures following, to-wit:



STATE OF INDIANA) IN THE HENDRICKS CIRCUIT COURT

)SS:

HENDRICKS COUNTY) SEPTEMBER TERM 1934.

STATE OF INDIANA ON THE RELATION
OF LUTHER F. SYMONS, BANK COMMISSIONER
OF THE STATE OF INDIANA,

VS NO. 13635

HUNTER BANK

Comes now Harney F. Semones being duly qualified and acting receiver of Hunter Bank and alleges and states, that there is a certain mortgage by Harry H. Hughes and Zelma L. Hughes to Hunter Bank, Brownsburg, Indiana, and said mortgage bearing date of September 26, 1930, and recorded on the 6th day of October 1930, in Mortgage Record 90, page 1 of the Hendricks County Mortgage Records; that said mortgage does not in so far as this receiver is able to ascertain constitute any part of the assets of said bank.

That the note secured by said mortgage was assigned and endorsed on the back thereof by Cleo Hunt, cashier of said bank and information is received by this receiver that the said mortgage and note was delivered to Cora Cook for a valuable consideration immediately after the execution of said endorsement on the back of said note and secured by said mortgage.

A release of said mortgage was requested and it was ascertained that the same should be released by Hunter Bank and it appearing to said receiver, that the said mortgage and note being fully paid to said Cora Cook, the said receiver now requests authority to release said mortgage of record.

Harney F. Semones
Receiver of Hunter Bank

Subscribed and sworn to before me this the 21st day of September 1934.

(SEAL) Vesta Petty
My Commission expires Notary Public

Dec. 8, 1937.

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: "9/22/34 Examined & approved. Receiver authorized to release mortgage. 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, September 24th, 1934.

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

JOSEPH PEDICINE )
VS ) # 14326
PEOPLES MOTOR COACH CO. )

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.). And now comes the defendant, by counsel, and files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.). And the Court now orders all depositions published.

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: Fred Hines, Edgar Bailey, Rolla Rodney, Walter Hendrix, Bert Tharp, Albert Harlan, Frank Elrod, Alva Ford, Irvin Henderson, Joe Miller, Ralph Blanton and Crit J. Waters, 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 and on motion of plaintiff, the plaintiff is granted permission to amend complaint by interlineation adding a claim for loss of services for a period of four weeks.

And now the jury is permitted to separate under proper instructions touching their conduct during separation until 9:00 o'clock A. M. Tuesday, September 25th, 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, September 25th, 1934.

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

JULIA FORD )
HENRY ZERR )
VS ) # 13926 Judgt. vs Pltfs. for Costs.
HARL CARTER ) J. D. 16, Page 251.

Come now the plaintiff, 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, Julia Ford and Henry Zerr, are ordered to pay the costs of this action.

CARRIE A. BEGGS )
VS ) 14152
ELLIS E. SLUSS, ET AL.)

Comes now the plaintiff, by counsel, and upon her motion this cause is now dismissed, the costs having heretofore been paid upon dismissal as to the plaintiff, Carrie A. Beggs.

It is, therefore, considered, ordered and adjudged by the Court this this cause be and the same is hereby dismissed as to the plaintiff, Carrie A. Beggs.

And now comes the defendant, Ellis E. Sluss, by counsel, and files motion to dismiss his cross-complaint, which motion is in the words and figures, following, to-wit: (H.I.). And the Court having seen and examined said cross-complaint and being duly advised, now dismisses the same.

ORA STAPLETON )
VS ) # 14342 Judgt. vs Deft. for Costs.
HAZEL STAPLETON ) J. D. 16, Page 251.

Comes now the defendant, by counsel, and upon her motion the cross-complaint is dismissed at the cost of the defendant.

It is, therefore, considered, ordered and adjudged by the Court that the cross-complaint be and the same is hereby dismissed, and the defendant, Hazel Stapleton, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

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 his own proper person, and now the Court orders said defendant, Jessie Elmore, released in the custody of Milburn Scamahorn, County Probation Officer, until further order of the Court.

STATE OF INDIANA)
VS ) # 7505
WARREN ROBERTS )

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 ) # 7507
ROY HART )
LEGG HOWARD )
SIMON KISSICK )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper persons, and each being duly arraigned in open Court for his plea says that he is not guilty.

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

JOSEPH PEDICINE )
VS ) # 14326 Judgt. vs Pltf. for costs.
PEOPLES MOTOR COACH CO.) J. D. 16, Page 251.

Come now again the parties, 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 moves the Court to instruct the jury to return a verdict for the defendant on each of the first, second and third paragraphs of the complaint. And the Court being duly advised, now sustains said motion as to the first and second paragraphs of the complaint, to which ruling of the Court the plaintiff duly objects and excepts; and overrules said motion as to the third paragraph of the complaint, to which ruling of the Court the defendant duly objects and excepts.

And now the defendant tenders instructions numbered from one to five inclusive and asks the Court to indicate before argument which instructions will be given and which refused. The Court indicates that it will refuse of the instructions so tendered numbers one and three, to the refusal of each one of which the defendant duly objects and excepts.

Arguments are heard and concluded, and at the close of the arguments, the Court instructs the jury in writing, giving of the instructions tendered by the defendant numbers two, fourth and fifth, 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 ten 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 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 the jury now retires in charge of a sworn officer to deliberate.

And now 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:

JOSEPH PEDICINE )
VS ) CAUSE NUMBER 14326
PEOPLES MOTOR COACH CO.)

We, the jury, find for the defendant.

Alva R. Ford
F O R E M A N

The jury is now discharged from further duty in this cause, 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 take nothing and that the defendant recover its costs of this action, taxed at ____ dollars and _____cents.

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

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

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

Wednesday Morning, September 26th, 1934.

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

CARL RIECHEL ADMR., ETC. )
VS ) # 14312
THE PENNSYLVANIA RAILROAD CO.,ET AL.)

Comes now the defendant, by counsel, and files motion to re-open issues, 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 set for hearing, September 29th, 1934.

STATE OF INDIANA )
VS ) # 7508
FRANK GIBSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and comes also the defendant, Frank Gibson, 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 ) # 7507 Judgt. vs Each Defendant for $10.00 Fine and Costs.
ROY HART ) J. D. 16, Page 251.
LEGG HOWARD )
SIMON KISSICK )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named defendants and withdraw their plea of not guilty and each enters his plea of guilty to the offense charged.

It is, therefore, adjudged and decreed by the Court that each defendant for the offense by him committed be and he is fined in the sum of $10.00, and that they each pay the costs of this action, taxed at _____dollars and _____ cents, and that each stand committed until the same is staid or paid.

STATE OF INDIANA )
VS ) # 7506 Judgt. vs Deft. for $10.00 Fine and Costs.
HORACE JACKSON ) J. D. 16, Page 252.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, in his own proper person and by counsel, and the Court being duly advised now renders the following judgment.

It is now adjudged and decreed by the Court that the defendant, Horace Jackson, for the offense by him committed be and he is fined in the sum of $10.00, and that he pay the costs of this action, taxed at _____dollars and _____cents.



LOUISE SULLIVAN )
VS ) # 14350 JUDGMENT OF DIVORCE Judgt. vs Deft. for $4.00 per week & costs.
FRANK SULLIVAN ) J. D. 16, Page 252.

Comes now the plaintiff and it appearing to the satisfaction of the court by the summons and sheriff's returns thereon, which are as follows, (here insert) that the defendant has been duly served with process for more than ten days before the first day of the present term of this court, and 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, and that she is a proper and suitable person to have the care, custody and the education of the children named in the complaint, and is entitled to their custody until the further order of this court; that she is entitled to an allowance of four ($4.00) dollars a week for the maintenance and support of said children; that the plaintiff is entitled to recover of the defendant her costs and charges herein layed out and expended.

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

That the plaintiff have the care and custody of their said children, whose names are as follows: William Lee Sullivan who is three years of age and Charles Allen Sullivan who is one year of age until the further order of this court, and that the defendant be and he is hereby ordered to pay to the Clerk of this Court for the maintenance and support of said children the sum of four ($4.00) dollars per week commencing on the 1st day of October 1934, said sums to be paid by the Clerk to the plaintiff herein.

That the plaintiff recover of the defendant her costs and charges in this cause layed out and expended to be paid within thirty days.

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

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

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: Lee Kibbey, Edgar Bailey, Rolla Rodney, Walter Hendrix, Bert Tharp, Albert Harlan, Frank Elrod, Irvin Henderson, Joe Miller, Ralph Blanton, Fred Hines, and Crit J. Waters, 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.

At the close of the plaintiffs' evidence, the defendant moves the Court to instruct the jury for a verdict, and the Court being duly advised, now overrules said motion, to which ruling of the Court the defendant duly excepts.

After the hearing of all the evidence and the arguments are heard and concluded, the Court instructs the jury in writing, giving of its own motion instruc-

tions numbered from one to _____ inclusive, to the giving of each one of which both the plaintiff and defendant for themselves each seperately and severally object and excepts.

The jury now 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 ordered made a part of the record herein and recorded in the proper order book of this Court and 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 is again conducted into Court and returns a verdict for the defendat, which verdict is in the words and figures following, to-wit:

STATE FARM MUTUAL AUTOMOBILE )
INSURANCE COMPANY AND CLARENCE )
PHILLIPS )
) CAUSE NUMBER 13086
VS )
)
LUTHER HADLEY )

We, the jury, find for the defendant.

Lee Kibbey
FOREMAN

Said jury is now 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, September 27th, 1934.

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

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

Comes now the receiver, heretofore appointed, herein, 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.

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

Come now the parties, by counsel, and W. H. Parr appears and refuses to accept the appointment as special Judge, heretofore made. And now the parties failing to agree on a special Judge, the Court now names Judge Edgar A. Rice, and Judge John W. Hornaday and Walter Spencer, from which to select a special Judge.

RALPH F. NEGELEISEN, ET AL.)
VS ) # 13422
FANNY KREIGER, ET AL. )

Comes now the receiver, heretofore appointed, herein, 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.

MERLE BEREMAN )
VS ) # 14372
ORA COCHERELL )

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

STATE OF INDIANA )
VS ) # 7505
WARREN ROBERTS )

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 having heretofore plead guilty and the Court now being duly advised, now orders him to the Veterans Hospital at Indianapolis, Indiana, for observation and treatment.

And this cause is continued for further proceedings.

STATE OF INDIANA )
VS ) # 7508
FRANK GIBSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and said defendant having heretofore plead guilty and the Court now being duly advised, now discharges this defendant, Frank Gibson.

LUCILLE E. FERGUSON)
VS. ) # 14334 - Divorce Decree. Judgt. vs Deft. for Costs.
ALVIN E. FERGUSON ) J. D. 16, Page 252.

Comes now the plaintiff herein, Lucille E. Ferguson, in her own proper person, and by her attorneys, Hume & Gaston, and it appearing to the satisfaction of the court that the defendant, Alvin E. Ferguson, has been duly and properly notified of the filing and pendency of this cause of action by publication of notice for three consecutive weeks in "The Hundred County Republican", a newspaper published weekly in the town of Danville, Hendricks County, Indiana, and of general circulation throughout said county, the first of which publications was made on the 5th day of July, 1934, and the third and last of which publications was made on the 19th day of July, 1934, the last full week of such publications being more than thirty days before the day of the hearing of this cause, all as shown by the affidavit of Edward J. Weesner, Editor of said newspaper, and the copy of notice, so published, thereto attached, which affidavit and copy of notice attached thereto are in the following words and figures, to wit: (Here Insert).

And it further appearing to the satisfaction of the court that more than sixty (60) days have expired since the date of the first publication of notice to the defendant it does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now this cause coming on for 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 contained in her complaint, and being fully advised and informed in the premises, does now find for the plaintiff that she is entitled to a divorce from the defendant for the reasons and upon the grounds set forth in her complaint.

And the court further finds that the plaintiff is entitled to recover her costs in this action.

It is therefore ordered, adjudged and decreed by the court that the plaintiff, Lucille E. Ferguson, be and she is hereby granted an absolute divorce from the defendant, Alvin E. Ferguson. And it is further adjudged and decreed by the court that the bonds of matrimony heretofore existing between the said plaintiff and defendant be and they are hereby dissolved and set aside and held for naught.

And the court orders that the defendant pay the costs of this action taxed at six dollars and fifty cents ($6.50) which costs are now accordingly paid.

And it is also adjudged by the court that the former name of the plaintiff be restored to her and that her name be Lucille E. Thompson.





THE H. C. WHITMER CO.,)
A CORP. )
VS ) # 14335 Judgt. vs Defts. for $413.34 and Costs.
COLONEL D. WARREN AND ) J. D. 16, Page 252.
MARTHA J. WARREN )

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 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 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 note sued upon the sum of $378.34 and the further sum of $35.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendants, Colonel D. Warren and Martha J. Warran, 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, Colonel D. Warren and Martha J. Warren, the sum of $413.34, together with the costs for this action, taxed at _____ dollars and _____cents, and without relief from valuation or appraisement laws.

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 28th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

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

Comes now the plaintiff, by counsel, and upon its 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.

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

Come now again the parties, by counsel, and the defendant now strikes the name of John W. Hornaday and the plaintiff strikes the name of Walter Spencer, and Judge Edgar A. Rice's name remaining, the Court now appoints Judge Edgar A. Rice as special Judge to try said cause.

SIMON SHORE )
VS ) # 14319
FIRST RURAL LOAN )
& SAVINGS ASS'N. )

Comes now the defendant, by counsel, and asks an extention of time in which to answer.

And the Court being duly advised, now extends the time, and the said defendant is ruled to answer on or before, October 6th, 1934.

GENIVEVE WALKER )
VS ) # 14324 Judgt. vs Deft. for $100.00 and Costs.
BOWMAN ELDER, REC. ETC. ) J. D. 16, Page 253.

Come now the parties, by counsel, and by agreement of said parties, the Court finds for the plaintiff and assesses her damages in the sum of $100.00, and that the plaintiff is entitled to a judgment against the defendant, Bowman Elder, Receiver of Indiana Railroad, Inc., 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, Bowman Elder, Receiver of Indiana Railroad, Inc., the sum of $100.00, together with the costs of this action, taxed _____dollars and _____cents.

REBA BROWN )
VS ) # 14367 Judgt. vs Deft. for $500.00 and Costs.
BOWMAN ELDER, REC. ETC.) J. D. 16, Page 253.

Come now the parties, by counsel, and by agreement of said parties, the Court finds for the plaintiff and assesses her damages in the sum of $500.00, and that



the plaintiff is entitled to a judgment against the defendant, Bowman Elder, Receiver of Indiana Railroad, Inc., 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, Bowman Elder, Receiver of Indiana Railroad, Inc., the sum of $500.00, together with the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA ON THE )
RELATION OF RICHARD A. )
McKINLEY, BANK COMMISSIONER )
OF THE STATE OF INDIANA. )
VS ) # 13929
CITIZENS BANK OF AMO, )
INDIANA. )

Comes now The First National Bank of Danville, Indiana, the duly appointed, qualified and acting Receiver of the defendant Bank in the above case, by counsel, and files petition for number three distribution, which petition is in the words and figures following, to-wit:

STATE OF INDIANA, )
)SS:
HENDRICKS COUNTY. IN THE HENDRICKS CIRCUIT COURT, SEPTEMBER 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 First National Bank of Danville, Indiana, the duly appointed, qualified and acting Receiver of the defendant Bank in the above and foregoing entitled proceedings, 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 depositors and 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, sum equal to 25% of the amount of each as originally allowed against said bank, and it asks for all proper relief and authority in the premises.

The First National Bank of Danville, Indiana, By
William F. Franklin, President.

Be it remembered that on this 28th. day of September, 1934, before me a Notary Public in and for the State aforesaid, personally come William F. Franklin, President of The First National Bank Of Danville, Indiana, Receiver of the Citizens Bank of Amo, Indiana, to me personally known to be the president of said bank, and as such president swears that the facts and statements in the foregoing petition are true in subsctance and in fact, so help me God.

William F. Franklin, As President
of The First National Bank of Danville, Indiana.

Subscribed and sworn to before me this 28th. day of September, 1934.

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

(SEAL) Zimri E. Dougan,

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, which is in the words and figures following: "September 28th, 1934, examined and allowed in open court. Distribution ordered as petitioned for. A. J. Stevenson Judge of the Hendricks Circuit Court."

CHLOEA PEARCY )
VS ) # 14100 Judgt. vs Deft. for $3.00 per week.
RAYMOND PEARCY ) J. D. 16, Page 253.

Come now again the parties, by counsel, and this petition for modification of the order is now submitted to the Court for hearing.

And the Court having heard all of the evidence in this cause, and being duly advised, now finds that the order should be modified.

It is, therefore, now adjudged and decreed by the Court that the custody of the said child be awarded to Raymond Pearcy, the father, for and during the school year, with permission to the plaintiff to have said child visit the plaintiff over week-ends at her election and during vacation periods.

It is further ordered by the Court that the plaintiff, Chloea Pearcy, shall have the care and custody of said minor child during summer vacations at her election and during such summer vacations and during the periods when said child shall be in the custody of the plaintiff, Chloea Pearcy, the defendant, Raymond Pearcy, is ordered to contribute the sum of $3.00 a week for the support and maintenance.

All until further order of the Court.

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

Record read and signed in open court.

A. J. Stevenson, Judge.





Saturday Morning, September 29th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

THE INDIANA NATIONAL BANK )
VS ) # 14358
FRANK L. BRADEN, ET AL. )

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

MATTIE VAUGHT )
VS ) # 14399
A. EMMETT BLY, ET AL. )

Comes now Chalmer Schlosser, herein, and enters his appearance for Oren S. Hack, Receiver.

JAMES WENDALL PRATT )
VS ) # 14405
VIRGINIA LUCILE PRATT )

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.). And now this cause is set for hearing, October 4th, 1934, on the petition for allowance.

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 1st, 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 defendant, by counsel, and files answer in four paragraphs to amended complaint, which answer is in the words and figures following, to-wit: (H.I.).

And now comes the plaintiff, by counsel, and files motion to make certain portions of defendant's second, third and fourth paragraphs of answer 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 plaintiff duly excepts.

And the plaintiff now files motion to strike out certain portions from the defendant's second and third paragraph of answer, 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 plaintiff duly excepts.

Paul E. Laymon

Paul E. Laymon, 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, October 2nd, 1934.

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

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before October 8th, 1934.

MARJORIE JONES )
VS ) # 14254
HOWARD F. JONES )

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

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

IVA B. GRIFFITH )
VS ) # 14040 Judgt. vs Pltf. for Costs.
JOHN S. POWELL ) J. D. 16, Page 254.

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

R. LEWIS BRUELLOW )
VS ) # 14001 Judgt. vs Pltf. for Costs.
WALTER R. GEORGE, ET AL.) J. D. 16, Page 254.

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, R. Lewis Bruellow, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MABLE A. MURPHY )
VS ) # 14403 Judgt. vs Deft. for $2.00 per week.
ALVIN S. MURPHY ) J. D. 16, Page 254.

Comes now again the plaintiff, by counsel, and the temporary restraining order is now made permanent.

And the defendant, Alvin S. Murphy, is now ordered to pay $2.00 per week to the Clerk of the Hendricks Circuit Court for support of children, beginning Saturday, October 6th, 1934, and until further order of the Court.

It is, therefore, considered and adjudged by the Court that the temporary restraining order heretofore granted, be and the same is hereby made permanent.

It is further considered and adjudged by the Court that the defendant, Alvin S. Murphy, be and he is hereby ordered to pay $2.00 per week to the Clerk of the Hendricks Circuit Court for support of children, said payments to begin Saturday, October 6th, 1934, all until further order of the Court.

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

Record read and signed in open court.

A. J. Stevenson, Judge.





Wednesday Morning, October 3rd, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA )
VS )# 7477 Judgt. vs Deft. for $25.00 Fine and Costs.
GEORGE RUSE ) J. D. 16, Page 254.

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.

It is, therefore, now adjudged and decreed by the Court that the defendant, George Ruse, for the offense by him committed be and he is fined in the sum of $25.00, and that he pay the costs of this action, taxed at _____dollars and _____cents, or stand committed until the same is paid or staid.

MILBER E. KENDALL
VS
ANDERSON JOHNSON, DAVID SCOTT, ISAAC WILCOX, EDOM HADLEY, EASTER SCOTT, SHERMAN SCOTT, ULYSSES GRANT SCOTT, GRANT SCOTT, HARDIN M. SCOTT, ARCHEALEUS SCOTT, MILTON B. SCOTT, BLUFORD SCOTT, WILLIAM WALLACE SCOTT, BARSHABA MC ANNINCH, ELIZAH MC ANNINCH, LAURINDA C. CLARK, ALEXANDER N. CLARK, EMILY HILL, AUDREN HILL, EDELINE HAINES AND WESLEY HAINES, ASBURY B. BRYANT, WILLIAM RAWLINS, WILLIAM RAWLINGS, ALFRED MOUDY, SARAH E. MOUDY ALICE E. DUNNINGTON, WILLIAM ALFRED DUNNINGTON, JAMES HADLEY JAMES T. HADLEY, ELIZABETH BARON, ELIZABETH BENBOW, ELIZABETH BARNES, STEPHEN BARNES, TILLMAN H. BARNES, LOUISA ROSE, SALLIE ROSE, ARTHER A. ROSE, THE UNKNOWN HUSBAND OR WIFE, WIDOWER OR WIDOW, HEIRS, LETATEES, DEVISEES, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, RECEIVERS, TRUSTEES, LESSEES, SUCCESSORS AND ASSIGNS OR ANY EITHER AND ALL PERSONS OR CORPORATIONS CLAIMING FROM, THROUGH OR UNDER THEM OR EITHER OF THEM OR WHO BY POSSIBILITY MIGHT CLAIM SOME RIGHT, TITLE OR INTEREST IN THE LANDS MENTIONED AND DESCRIBED IN THIS PROCEEDING.

CAUSE
# 14373
DECREE QUIETING TITLE TO REAL ESTATE
Judgt. vs Pltf. for Costs.
J. D. 16, Page 255.

Comes now the Plaintiff's herein by Taylor & Taylor their attorneys and Plaintiff now files with the Clerk the affidavit of John C. Taylor, one of the attorneys in said cause on behalf of Plaintiff together with notice and proof of publications which affidavit, notice & proof of publications thereof are as follows:(H.I.) as to all of the Defendants hereinabove named, to-wit: Anderson Johnson, David Scott, Isaac Wilcox, Edom Hadley, Easter Scott, Sherman Scott, Ulysses Grant Scott, Grant Scott, Hardin M. Scott, Archealeus Scott, Milton B. Scott, Bluford Scott, William Wallance Scott, Barshaba McAnninch, Elisha McAnninch, Laurinda C. Clark, Alexander N. Clark, Emily Hill, Audren Hill, Edeline Haines and Wesley Haines, Asbury B. Bryant, William Rawlins, William Rawlings, Alfred Moudy, Sarah E. Moudy Alice E. Dunnington, William Alfred Dunnington, James Hadley, James T. Hadley, Elizabeth Baron, Elizabeth Benbow, Elizabeth Barnes, Stephen Barnes, Tillman H. Barnes, Louisa Rose, Sallie Rose, Arther A. Rose, the unknown husband or wife, widower or widow, heirs, legatees, devisees, representatives, executors, administrators, receivers, trustees, lesees, successors and

assigns or any either and all persons or corporations claiming from, through or under them or either of them who were each and all duly notified of the filing and pendency of the action by three (3) successive weekly publications in "The Hendricks County Republican" a weekly newspaper of general circulation printed and published in the Town of Danville, Hendricks County, State of Indiana, the last of which publications was more than 30 days before the 29th day of September 1934, the same being the 24th Judicial day of the September Term 1934 of this Court, and that being the day fixed by the Plaintiff herein by endorsement on the complaint herein and by the Clerk of this Court made herein on the 1st day of August 1934, and which date was fixed by Plaintiff in the non-resident notice given herein as the return day for this cause on which said defendants should appear and answer said complaint.

And the Court having seen and examined said notice and proof of publications and being fully advised in the premises finds that the residences of defendants are unknown and that said notice was duly published in "The Hendricks County Republican" a weekly newspaper of general circulation, printed in the English Language and published in the town of Danville, Hendricks County, Indiana, for three weeks successively the last of which publications was on the 23 day of August 1934 and was more than 30 days before the return day endorsed on Plaintiff's complaint herein.

And the Court being fully advised finds that said notice and publication was in due form and as required by law, and that all of said defendants have had due and legal notice of the filing and hearing of this cause.

And now all of the above mentioned defendants in this cause herein set out are 3 times loudly called in open Court and come not, but herein wholly make default.

Whereupon motion of Plaintiff herein the cause is now submitted to the Court for trial, judgment and decree, upon the default of the defendants hereinabove named without the intervention of a jury.

And the Court having examined the complaint herein and having heard the evidence adduced in support thereof and being fully and sufficiently advised in the premises, finds for the Plaintiff herein and finds that all of the material allegations of the complaint herein are true and that all of said defendants have been fully notified of the filing and pendency of this action as hereinabove set out.

And the Court further finds that the Plaintiff's herein is the owner in fee simple of all of the following described real estate located in Hendricks County in the State of Indiana to-wit:

The South half of the North East quarter of Section 33, except the following tract thereof, to-wit: Beginning at the Southwest corner of said half quarter section; and running thence East on the South line thereof 9.75 chains; thence North 24 degrees 00 minutes east along the center of the E. R. Robards drain, a distance of 15.54 chains; thence running North 14 degrees 37 minutes East along the center of said drain, a distance of 6.0 chains to the North line of said half quarter section; thence West on and along said line 17.51 chains to the northwest corner of said half quarter section; thence South about 20 chains to the place of beginning, containing in said exception 28.57 acres, more or less, and leaving in said tract exclusive of said exception 51.43 acres more or less.

Also, the South half of the North West quarter of Section 34, containing 80 acres, more or less.

Also, the North East quarter of the North East quarter of section 33, containing 40 acres, more or less;

Also, a part of the North West quarter of the North West quarter of Section 34, bounded and described as follows, to-wit: Beginning 43 1/3 rods West of the Southeast corner of said quarter quarter; and running thence West 36 2/3 rods to the South West corner thereof; thence North 80 rods to the Northwest corner of said quarter quarter section;



thence East 36 2/3 rods; and thence South 80 rods to the place of beginning, containing 18 1/3 acres, more or less;

Also, a part of the Southeast quarter of Southeast quarter of Section 28 and a part of the Southwest quarter of the South west quarter of section 27, bounded and described as follows, to-wit: Beginning at the Southeast corner of said section 28; and running thence West on the Section line thereof 80 rods; thence North 60 rods; thence East 102 2/3 rods; thence South 60 rods; thence West 22 2/3 rods to the place of beginning, containing 40 acres, more or less.

All in Township 14 North of Range 2 West, and containing in all of the above described real estate, exclusive of said exception 230 acres more or less.

Also, a part of the Northwest quarter of the Northeast quarter of Section 33, Township 14 North of Range 2 West, described as beginning at the point of intersection of the South line of said quarter quarter with the center line of the E. R. Robards Drain, which beginning point is 17.51 chains East of the Southwest corner of said quarter quarter; and from said beginning point running thence North 9 degrees and 31 minutes East along the center line of said drain, a distance of 10.17 chains; thence running North 5 degrees and 43 minutes East allng the center line of said drain, a distance of 10.05 chains to the Northeast corner of said quarter quarter; thence running South along the East line of said quarter quarter a distance of 20.03 chains to the Southeast corner thereof; thence running West on the South line thereof 2.68 chains to the beginning point of this description, containing 2.35 acres,

And containing in all of the above and foregoing described real estate 232.35 acres more or less.

It is therefore ordered, adjudged and decreed by the Court that the title 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 above named defendants and each and every one of them or any person or persons slaiming by under or through them or who by possibility might assert some claim by under or throu the above named defendants or any one or more of them and as against the world and that the defendants and every one of them are now and forever barred and estopped from asserting any right, title interest, or claim in or to the said real estate or any part thereof.

It is further ordered that the Plaintiff pay the costs of this action taxed at $_____and _____cents.

All of which is 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, October 4th, 1934.

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

JAMES A. COLLINS )
VS ) # 14380
PATRICK P. LEE, ET AL. )

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

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

JAMES WENDALL PRATT )
VS ) # 14405
VIRGINIA LUCILE PRATT )

Come now the parties, by counsel, and this cause coming on for hearing, the Court now orders the plaintiff, James Wendall Pratt, to pay to the Clerk of the Hendricks Circuit Court for the support of this defendant and his infant child, the sum of $4.00 per week, the first payment to be made on or before October 8th, 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, October 5th, 1934.

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

DWIGHT HARVEY )
VS ) # 14359
JANE HARVEY )

Come now the parties, by counsel, and the Court having seen and examined the motion for change of venue from the county, heretofore filed by the defendant, 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 Montgomery County, Indiana, and the defendant is given five days in which to pay the costs and perfect change.

DELIA CLEVENGER )
VS ) # 12580
FRED H. CLEVENGER )

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

And the Court having seen and examined said petition, now orders summons issued, making the same returnable October 19th, 1934, and this cause is set for hearing October 20th, 1934.

THE INDIANA SAVINGS AND )
INVESTMENT COMPANY )
VS ) # 14042
WILLIAM WALTON HYDE, ET AL. )

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

DELPHIA YAPP )
VS ) # 14142
HAROLD H. NEVINS )

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

BLANCHE B. BROWN )
VS ) # 14144
KENNETH HURST, ET AL.)

Comes now the commissioner, by counsel, and the Court having seen and examined the commissioner's financial report, heretofore filed, and being duly advised in its premises, now disapproves the same, and orders amended report filed.

LANA W. CLEMENT )
VS )# 14361.
CLAUDE W. GLADDEN )

Comes now the plaintiff, by counsel, and the defendant is ruled to answer the complaint on or before October 13th, 1934.

MARY ROE NEFF )
VS ) # 14418
LUTHER I. NEFF )

Comes now the plaintiff and files her complaint herein for divorce and also files her verified petition asking for a restraining order against said defendant and asking for temporary allowance for her support and maintainance and her attorney fees, which petition is 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 for the plaintiff in regard to a restraining order as prayed for in her complaint and that said restraining order should be granted.

It is therefore ordered and decreed by the court that said defendant be and he is hereby restrained from entering upon the premises where said plaintiff lives, and from removing any property of any kind or character from said premises, and that he also be restrained from interfering with plaintiff and attempting to associate with her in public places or any place where she may be at work and this restraining order shall be in full force and effect until the further order of this court.

It is further ordered by the court that the hearing of said petition for attorney fees and temporary alimony be set for hearing on the 17th day of Oct. 1934, or as soon there after as counsel can be heard, and that a copy of this restraining order and order of court be served upon said defendant by the Sheriff of Hendricks County.

VIRGINIA ADKINS)
VS ) # 14313 Judgt. vs Pltf. for Costs.
ALBERT ADKINS ) J. D. 16, Page 255.

Comes now again the plaintiff and it appearing to the court by the summons herein, and the return of the sheriff endorsed thereon that the defendant was served with process for more than 10 days prior to the 29th day of June, 1934, being the date endorsed on plaintiff's complaint for the return date of said summons, a copy of which summons and the return is in the words and figures as follows, to-wit: (H.I.)

And now the defendant is three times loudly called in open court but come not and 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 duly advised in the premises finds for the plaintiff, and that the allegations of her complaint are true and that she is entitled to a divorce and the restoration of her maiden name.

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

It is further ordered and adjudged that plaintiff's name if Virginia Stalcup be, and the same is, hereby restored and that plaintiff pay the costs of this action taxed at eight dollars and seventy-five cents.





AUGUSTUS LASH )
VS ) # 14003
CHLOE PALMER HELLER )

Come now the parties, in person and by counsel, and the Court having seen and examined the demurrer of plaintiff to second paragraph of answer, heretofore filed, and now being duly advised in its premises, overrules the same, to which ruling of the Court the plaintiff duly objects and excepts. And now the plaintiff files reply to second paragraph of answer, which reply is in the words and figures following, to-wit: (H.I.).

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the evidence is now heard and concluded.

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 6th, 1934.

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

| | | |
|---|---|---|
| THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, A CORPORATION, VS. FLOYD M. SPAULDING AND BESSIE V. SPAULDING, HIS WIFE; ZOLA J. RANDLE AND JAMES W. RANDLE, HER HUSBAND; GRACE L. JARMIN AND THORNTON R. JARMIN, HER HUSBAND; WILLIAM H. SHINN AND HATTIE SHINN, HIS WIFE; GERTRUDE HUNTINGTON. | ) # 14377 | Judgt. vs Defts., Floyd M. Spaulding and Bessie V. Spaulding; Zola J. Randle and James W. Randle; Wm. H. Shinn and Hattie Shinn for $4145.59 and costs. J. D. 16, Page 255. Judgt. vs Defts., Wm. H. Shinn and Hattie Shinn for $350.00 and costs. J. D. 16, Page 256. |

Comes the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, by its counsel, and produces and exhibits to the court the summons issued to the Sheriff of Hendricks County, Indiana, for defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, and William H. Shinn and Hattie Shinn, 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 duly served with process and notice of the filing and pendency of this action more than ten days before the 4th day of September, 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).

Plaintiff also produces and exhibits to the court the summons issued to the Sheriff of Boone County, Indiana, for defendants, Zola J. Randle and James W. Randle, her husband, and from which summons and the return of said Sheriff indorsed thereon the court finds that said defendants were each duly served with process and notice of the filing and pendency of this action for more than ten days before the 4th day of September, 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, Zola J. Randle and James W. Randle, her husband, failing to appear and answer the complaint herein are each now severally three times loudly called in open court but come not and herein wholly make default.

And now defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, William H. Shinn and Hattie Shinn, his wife, appear by their attorney, Arney M. Watkins, and file answer to the complaint herein as follows, to-wit:- (Here Insert).

And now comes defendant, Gertrude Huntington, by her attorney, George E. Huntington, and files answer in two paragraphs to the complaint, also a cross-complaint against defendants, William H. Shinn and Hattie Shinn, his wife, which answer and cross-complaint are as follows, to-wit:- (Here Insert).

Whereupon defendants, William H. Shinn and Hattie Shinn, his wife, file answer to the cross-complaint of defendant, Gertrude Huntington, as follows, to-wit:- (Here Insert).





And now the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, files reply to the second paragraph of the answer of defendant, Gertrude Huntington, which reply is as follows, to-wit:-(Here Insert). Said plaintiff also files answer to the Cross-complaint of defendant, Gertrude Huntington, as follows, to-wit:- (Here Insert).

And it now appearing to the satisfaction of the court, bu proof of publication of notice to defendants, Grace L. Jarmin and Thornton R. Jarmin, her husband, filed in this cause, which notice and proof of publication thereof are as follows, to-wit:- (Here Insert), that said defendants, Grace L. Jarmin and Thornton R. Jarmin, her husband, have each 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 August 9th, 1934, and the last on August 23rd, 1934, the last publication being more than thirty days before October 1st, 1934, the day fixed by the plaintiff, by indorsement on its complaint, for said defendants to appear and answer plaintiff's complaint.

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

And now this cause, being at issue, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury. And the court, having heard the evidence and being fully advised in the premises, says and finds:-That the complaint in this cause was filed in the office of the Clerk of the Hendricks Circuit Court on August 2nd, 1934, in Vacation, and by indorsement thereon the Clerk was directed to issue summonses upon said complaint as follows:-

To the Sheriff of Hendricks County, Indiana, for defendants, Floyd M. Spaulding, Bessie V. Spaulding, his wife; William H. Shinn and Hattie Shinn, his wife;

To the Sheriff of Boone County, Indiana, for defendants, Zola J. Randle and James W. Randle, her husband;

To the Sheriff of Monroe County, Indiana, for defendants, Gertrude Huntington;

and make each of said summonses returnable on the 4th day of September, 1934, the same being the second judicial day of the September Term 1934, of the Hendricks Circuit Court; that by a further indorsement upon said complaint said Clerk was directed to issue a Non-resident Notice for defendants, Grace L. Jarmin and Thornton R. Jarmin, her husband, returnable October 1st, 1934, and have the same published in The Hendricks County Republican, a newspaper of general circulation, printed in the English Language and published in the Town of Danville, Hendricks County, Indiana; that pursuant to said indorsements the Clerk issued said summonses and Non-resident Notice as directed, which summonses were each duly served, and publication made, as commanded.

The court further finds that on the 4th day of April, 1923, defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, became indebted to the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, in the sum of $4000.00, and, as evidence of such indebtedness, on said date, made and delivered to the said plaintiff their certain promissory note for the sum of $4000.00, due on the 1st day of April, 1928, with interest thereon at the rate of five per centum per annum, payable semi-annually; that the interest on said principal note was provided for by the execution by

said defendants of ten interest notes, each for the sum and amount of $100.00 and falling due as follows: One on the 1st day of October, 1923, and one each of the remaining interest notes on the first days of April and October of each and every year thereafter until and inclusive of April 1st, 1928; that to secure the payment of said principal note and said interest notes, as and when the same should severally become due and payable, said defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, made and delivered to the plaintiff herein their certain mortgage on the following real estate in Hendricks County, Indiana, to-wit:-

The West half of the North-east quarter of Section 18, Township 17 North, Range 2 West, excepting therefrom the North half of the Northwest quarter of said Northeast quarter, containing after said exception, 60 acres, more or less;

that said mortgage was dated April 4th, 1923, acknowledged by the mortgagors on April 5th, 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 8:20 o'clock A. M. on April 6th, 1923, and recorded in Book 78 of Mortgages, at page 67 of the Records of said office.

The court further finds that since the execution of said notes and mortgage to secure the same, the mortgagors, Floyd M. Spaulding and Bessie V. Spaulding, his wife, on the 6th day of December, 1926, by their certain warranty deed of that date, conveyed the real estate described in plaintiff's mortgage to defendant, Zola J. Randle; that said deed was duly recorded in Deed Record 135, at page 4, of the Records of the Recorder's Office of Hendricks County, Indiana; that as a part of the consideration for the conveyance of said real estate the said grantee, Zola J. Randle, assumed and agreed to pay plaintiff's said mortgage thereon.

The court further finds that each and all of said interest notes were paid on or prior to April 1st, 1928, and that on the 2nd day of April, 1928, the sum of $400.00 was paid on the principal note and debt, leaving a balance due thereon of $3600.00; that thereafter on the 21st day of May, 1928, it was mutually agreed by and between the plaintiff herein and defendants, Zola J. Randle and James W. Randle, her husband, that the time for the payment of the balance of said principal note and debt should be extended to April 1st, 1933, and that on said date the said Zola J. Randle and James W. Randle, her husband, executed their certain extension agreement, dated May 21st, 1928, and thereby promised and agreed to pay the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, on the 1st day of April, 1933, the balance of said principal note and debt, in the sum of $3600.00, with interest thereon at the rate of five per centum per annum, payable semi-annually; that the interest on said principal note and debt was provided for by the execution by said defendants, Zola J. Randle and James W. Randle, her husband, of ten interest notes, each for the sum of $90.00 and falling due as follows: One on the 1st day of October, 1928, and one each of the remaining interest notes on the first days of April and October of each and every year thereafter until and inclusive of April 1st, 1933; that after the execution of said extension agreement the said Zola J. Randle and James W. Randle, her husband, by their certain warranty deed, conveyed the real estate described in plaintiff's mortgage to defendant, Grace L. Jarmin; that said deed was dated March 19th, 1929, and recorded on the 1st day of April, 1929, in Deed Record 137 at page 484, of the Records of the Recorder's Office of Hendricks County, Indiana; that the conveyance of said real estate was made subject to the unpaid balance of plaintiff's mortgage thereon and all accrued interest after April 1st, 1929.

The court further finds that on the 24th day of July, 1931,



the said Grace L. Jarmin and Thornton R. Jarmin, her husband, by their certain warranty deed of that date, conveyed the real estate described in plaintiff's mortgage to defendants, William H. Shinn and Hattie Shinn, his wife, said grantees being named in said deed as William H. Shinn and Mattie A. Shinn, his wife; that said deed was recorded on the 17th day of August, 1931, in Deed Record 139 at page 481, of the Records of the Recorder's Office of Hendricks County, Indiana; that the conveyance of said real estate was made subject to the unpaid balance of plaintiff's mortgage thereon, in the sum of $3600.00 and interest, which said mortgage and interest thereon, the grantees, William H. Shinn and Hattie Shinn, his wife, assumed and agreed to pay as a part of the consideration for said conveyance.

The court further finds that each of the interest notes executed by defendants, Zola J. Randle and James W. Randle, her husband, pursuant to their extension agreement, was paid on or prior to April 1st, 1933, but that the balance of the principal note and debt in the sum of $3600.00 was not paid on the due date thereof, April 1st, 1933; that thereupon defendants, Zola J. Randle and James W. Randle, her husband, William H. Shinn and Hattie Shinn, his wife, requested of the plaintiff herein that it extend the time of the payment of said principal note and debt to the 1st day of October, 1933; that, pursuant to said request, the plaintiff did extend the time of the payment of the balance of said principal note and debt to October 1st, 1933, on condition that said defendants pay interest thereon at the rate of five per centum per annun in, to-wit: the sum of $90.00; that, pursuant to said extension agreement, defendants, William H. Shinn and Hattie Shinn, his wife, paid said installment of interest in the sum and amount of $90.00, but they wholly failed and neglected to pay the balance of the principal note and debt, in the sum and amount of $3600.00, upon the due date thereof, October 1st, 1933.

The court further finds for the plaintiff upon its complaint, that the material allegations thereof are true, that the balance of the principal note and debt in the sum and amount of $3600.00, together with interest thereon at the rate of eight per centum per annum from October 1st, 1933, in the sum of $292.00, is due and remains wholly unpaid; that the plaintiff is entitled to recover said amounts in, to-wit:- the total sum of $3892.00, principal and interest; that plaintiff was obliged to advance and pay on June 30th, 1934, as taxes on the mortgaged real estate to protect its title the sum of $51.43, and that interest on said advancement has accrued to the amount of $1.08; that plaintiff was obliged to pay on June 29th, 1934, for abstracting, in order to enforce its mortgage and protect the title to the real estate granted as security, the sum of $4.00, and that interest on said advancement has accrued to the amount of $.08, making the total sum due for abstracting and interest thereon the sum of $4.08; and that plaintiff has been obliged to employ attorneys to enforce the collection of its said note and mortgage, and that said note provides for an attorney's fee of five per centum in case it became necessary to foreclose its said mortgage, and that a reasonable fee for said attorneys is $197.00; that each and all of said sums aforesaid are secured by plaintiff's said mortgage, sought to be foreclosed in this proceedings, and that the plaintiff is entitled to recover a judgment against defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, Zola J. Randle and James W. Randle, her husband, William H. Shinn and Hattie Shinn, his wife, and against each one thereof severally, for a total of said several amounts, in, to-wit:-the sum of $4145.59, and the costs of this action taxed at $_____, and accruing costs, all without relief from valuation or appraisement laws.

The court further finds, for defendant, Gertrude Huntington, on

her cross-complaint, that the material allegations thereof are true and that there is due her from defendants herein, William H. Shinn and Hattie Shinn, his wife, on the note sued upon in said cross-complaint, the following sums and amounts, to-wit:-

| | |
|---|---|
| Principal note and debt | $250.00; |
| Interest thereon, | $ 50.00; |
| Fee for cross-complainant's attorney; | $ 50.00; |

and that the cross-complainant, Gertrude Huntington, is entitled to a judgment against defendants, William H. Shinn and Hattie Shinn, his wife, and against each one of them severally for a total of said amounts, in, to-wit:-The sum of $350.00, all without relief from valuation or appraisement laws; and the court further finds that said sums are secured by the mortgage set out and described in said cross-complaint; that said mortgage is a second lien upon the real estate described in the complaint herein, being junior and inferior only to the lien of plaintiff's said mortgage thereon, and that the cross-complainant, Gertrude Huntington, is entitled to have said mortgage foreclosed as against all of the defendants to said cross-complaint, subject only to the mortgage of the plaintiff.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, Zola J. Randle and James W. Randle, her husband, William H. Shinn and Hattie Shinn, his wife, and against each one thereof severally, the sum of $4145.59, of which amount the sum of $197.00 thereof is for plaintiff's attorneys' fees, together with the costs of this action, taxed at $_____, and accruing costs, all without any relief from valuation or appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition, October 6th, 1934.

It is further considered and adjudged by the court that the cross-complainant, Gertrude Huntington, recover of and from defendants, William H. Shinn and Hattie Shinn, his wife, and from each one thereof severally, the sum of $350.00, of which amount the sum of $50.00 thereof is for cross-complainant's attorney's fees, together with her costs and charges occasioned by the filing and prosecution of her cross-complaint herein, taxed at $_____, all without any relief from valuation or appraisement laws, said judgment to draw interest at the rate of six per centum per annum from and after the date of rendition, October 6th, 1934.

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, foreclosed against all of the defendants, and that the mortgage of the cross-complainant, Gertrude Huntington, set out and described in her cross-complaint, upon the real estate described in said cross-complaint, be and the same is now foreclosed against all of the defendants to said cross-complaint; and that the equity of redemption of the defendants and of all persons claiming by, under or through them or any one of them, in and to the real estate described in the complaint and in the cross-complaint of defendant, Gertrude Huntington, 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 of the right, title, interest and claims of said defendants, 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 Hendricks County, Indiana, as lands are sold on execution, the sale 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; 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 such 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 6th day of October, 1934, at the rate of eight per centum per annum, to date of sale;

Third: To the payment of the amount found due the cross-complainant, Gertrude Huntington, upon her cross-complaint, being the amount of the judgment heretofore rendered in her favor, together with interest thereon from the 6th day of October, 1934, to date of sale, at the rate of six per centum per annum;

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 determined by the court.

In the event the mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said costs and accruing costs, judgments and interest, the residue thereof, so remaining unpaid, shall be made in the manner following, to-wit:-

The balance of plaintiff's judgment shall be made out of the goods and chattels, lands and tenements of defendants, Floyd M. Spaulding and Bessie V. Spaulding, his wife, Zola J. Randle and James W. Randle, her husband, William H. Shinn and Hattie Shinn, his wife, or out of the goods and chattels, lands and tenements of any one of said defendants, subject to execution, the sale thereof to be made without relief from valuation or appraisement laws.

The balance of the judgment of the Cross-complainant, Gertrude Huntington, shall be made out of the goods and chattels, lands and tenements of defendants, William H. Shinn and Hattie Shinn, his wife, subject to execution remaining after plaintiff's said judgment has been fully paid and satisfied, the sale thereof to be made without relief from valuation or appraisement laws.

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 the seal of this court shall be sufficient authority to said Sheriff to serve and execute the same.

And further proceedings herein are continued.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Monday Morning, October 8th, 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, by counsel, and files answer to amended complaint in three paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

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

CLAUDE C. HARSHBARGER )
VS ) # 14363
HAROLD K. BACHELDER, 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.

STATE OF INDIANA EX REL. )
LUTHER F. SYMONS, BANK )
COMMISSIONER OF INDIANA. )
VS ) # 12421 ORDER DIRECTING RECEIVER TO MAKE
CITIZENS STATE BANK, ) SETTLEMENT OF NOTE No. 22,941
PLAINFIELD, INDIANA. )

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 S. R. Stewart, Elizabeth Stewart and Emmet Stewart for note No. 22,941 executed by them and payable to the Citizens State Bank, Plainfield, Indiana, and upon which note there is now due Two Hundred ($200.00) Dollars in principal, 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 the allegations therein set forth are true and that in the best interests of said Receivership said Receiver should be authorized and directed to make settlement of said note as in his petition set forth.

It is therefore now ordered by the Court that said Receiver is authorized and directed to make settlement of note No. 22,941 signed by S. R. Stewart, Elizabeth Stewart and Emmet Stewart, for the sum of One Hundred Fifty ($150.00) Dollars, and upon receipt of said $150.00 to surrender to said K. W. Stewart said note. Said Receiver to make due report of said collection to this Court in his final report to the Court.



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

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, it is now ordered that the defendant, Paul A. Vittetow, pay to the Clerk of the Hendricks Circuit Court for support of his child the sum of $2.00 per week, and until further order of the Court, said first payment to be made on or before October 15th, 1934, and a like sum each week thereafter.

THE INDIANA SAVINGS AND )
INVESTMENT COMPANY )
VS ) # 14042
WILLIAM WALTON HYDE, ET AL. )

Comes now the plaintiff, by counsel, and files reply to second and third paragraphs of defendant's answer, heretofore filed, also reply to answer of the State of Indiana, and reply to the cross-complaint of Eliza Clift, which reply is in the words and figures following, to-wit: (H.I.).

And this cause now being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And now all of the evidence is heard and concluded.

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 9th, 1934.

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

VIRGINIA CAROLINA )
CHEMICAL COMPANY )
VS ) # 13720
C. E. WIGGAM, ET AL. )

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

BLANCHE B. BROWN )
VS ) # 14144
KENNETH HURST, ET AL. )

Comes now the commissioner, by counsel, and files his amended financial 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.

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

MARY BERTHA COHN )
VS ) # 14260 Judgt. vs Pltf. for Costs.
INDIANAPOLIS RAILWAYS, INC. ) J. D. 16, Page 256.

Comes now the plaintiff, by counsel, and files motion to dismis this cause of action, 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 approves 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, Mary Bertha Cohn, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

STATE OF INDIANA )
VS ) # 7510
E. WM. 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, for his plea, says that he is guilty as charged in the affidavit.

And now the Court takes this cause under advisement, and the defendant, E. Wm. Lee, is committed to Jail.



LADOGA CANNING COMPANY)
VS ) # 14421
JOHN M. WALSH )

Comes now the defendant, by counsel, and files motion to quash summons and notice, which motion is in the words and figures following, to-wit: (H.I.). And now comes the plaintiff, by counsel, and asks leave to amend complaint by changing the name of James to John, also to so amend summons. And the Court being duly advised now grants plaintiff permission to amend, to which the defendant duly excepts. And the Court being duly advised now overrules the defendant's motion to quash summons, to which ruling of the Court the defendant duly objects.

The defendant now files demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer and being duly advised in its premises, now sustains the same, to which the defendant duly excepts.

Comes now the plaintiff in the above cause and files it amended complaint for a temporary restraining order and receiver or injunction against the defendant and asks for a temporary restraining order until a hearing can be had for a receiver or injunction, which complaint reads as follows: (H.I.), and said complaint being supported by affidavit and the court having read the same and being convined of plaintiff's right for temporary relief, it is now ordered, adjudged and decreed:

That the defendant, his employees, agents or anyone having knowledge of the terms of this order, are restrained immediately and until notice and a hearing for a receiver or injunction from selling to others than plaintiff any tomatoes grown pursuant to the terms of his contract with the plaintiff, and it is further ordered that the clerk of this court cause certified copies of this order to be made and served by the sheriff of the county upon the defendant and that Saturday, the 27th day of October, 1934, or as soon thereafter as the same can be heard, be set as the date for the hearing of a receiver or injunction, said hearing to be held in the court room of the Hendricks Circuit Court in Danville, Indiana.

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

A. J. Stevenson, Judge.

Wednesday Morning, October 10th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

MERLE BEREMAN )
VS ) # 14372
ORA COCHERELL )

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

IN THE MATTER OF THE APPEAL )
OF SAM PORTER, FROM THE ACTION )
OF THE BOND OF COUNTY COMMIS- ) # 14414
SIONERS ON OLD AGE PENSION )
GRANTED FEBRUARY 10, 1934. )

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

JOHN T. HUME, ADMINISTRATOR OF THE )
ESTATE OF YANCEY N. NEW, DECEASED. )
VS ) # 14407 Judgt. vs Defts. for $158.69 and Costs.
REGINALD COX, ET AL. ) J. D. 16, Page 256.

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 on the note sued upon the sum of $143.69 of principal and interest and the further sum of $15.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendants, Reginald Cox and Charles M. Cox, for a total of said two sums, together with the costs for this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendants, Reginal Cox and Charles M. Cox, the sum of $158.69, 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. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, October 11th, 1934.

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

STATE OF INDIANA )
VS ) # 7510 Judgt. vs Deft. for $100.00 Fine and Costs.
E. WM. LEE ) J. D. 16, Page 256.

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 following judgment is rendered.

It is, therefore, adjudged and decreed by the Court that the defendant, E. Wm. Lee, for the offense by him committed be and he is fined in the sum of $100.00, and that he pay the costs of this action, taxed at _____dollars and _____ cents, or stand committed until the same are staid or paid.

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

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

Paul E. Layman
Special Judge

CLARENCE L. PRICE )
VS ) # 13935
EMROY HOWARD LITTLE, ET AL.)

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

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 by agreement of said parties, this cause is sent on change of venue to Morgan County, Indiana, and five days are given in which to pay the costs and perfect the change.

GLADYS SCISLOWSKI, BY HER )
NEXT FRIEND MARY SCISLOWSKI )
VS ) # 14074 Judgt. vs Pltf. for Costs.
ELMER MASTEN ) J. D. 16, Page 257.

Comes now the plaintiff, by counsel, and upon her 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, Gladys Scislowski, by her next friend Mary Scislowski, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.



IN THE MATTER OF THE APPEAL OF SAM )
PORTER, FROM THE ACTION OF THE BOARD ) # 14414
OF COUNTY COMMISSIONERS ON OLD AGE )
PENTION GRANTED FEBRUARY 10, 1934. )

Come now again the parties, by counsel, and the Court having seen and examined the demurrer to complaint, heretofore filed and being duly advised in its premises, now overrules the same. And now the defendant files answer, which answer is in the words and figures following, to-wit: (H.I.).

And this cause being at issue, the same is now submitted to the Court for trial, finding and 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., Friday, October 12th, 1934.

AUGUSTUS LASH )
VS ) # 14003 ENTRY Judgt. vs Deft. for Costs.
CHLOE PALMER HELLER ) J. D. 16, Page 257.

Come now the parties in person and by counsel, and the court having heretofore heard the evidence and the argument of counsel, and being otherwise duly advised in the premises, finds for the plaintiff, and that the allegations of plaintiff's second paragraph of amended complaint are true, and that the assignment of the judgment mentioned in said paragraph of plaintiff's complaint and shown in Estate Docket No. 87, page 29,847, of the Marion Probate Court, was executed by plaintiff without consideration, and was procured by the undue influence of defendant over plaintiff, as set out in the said second paragraph of plaintiff's amended complaint.

And the court further finds that said plaintiff is entitled to have said assignment of said judgment vacated, cancelled, and set aside.

IT IS THEREFORE CONSIDERED, ADJUDGED AND ORDERED BY THE COURT that the assignment of said judgment by plaintiff to defendant be, and the same is hereby cancelled, vacated, and set aside, and the same is hereby declared void and of no force and effect; and that the plaintiff recover of the defendant his costs and charges in this cause laid out and expended, taxed at $ 9.25 .

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 12th, 1934.

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

JOHN A. ROBERTS )
VS ) # 14385
GLENN DURHAM )
WALTER C. SHELTON, ETC. )

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

WILLIAM H. RISLEY )
VS ) # 14248 Judgt. vs Pltf. for Costs.
LOSEY MOTORS, INC. ET AL.) J. D. 16, Page 257.

Comes now the plaintiff, by counsel, and files motion to dismiss said cause of action at the cost of the plaintiff, 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 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, William H. Risley, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

HARNEY F. SEMONES, REC. ETC.)
VS ) # 14177
T. C. SMOCK, ETC. )

Comes now Ella S. Harold, by counsel, and files petition to be made a party defendant, which petition is in the words and figures folllwing, 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 Ella S. Harold is made party defendant.

MARY BALDOCK )
VS ) # 14079 Judgt. vs Pltf. for Costs.
SAMUEL FISHER ) J. D. 16, Page 257.

It appearing to the Court that this has been set for trial and the time of trial having arrived, and the plaintiff failing to appear, this cause is now by the Court 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, Mary Baldock, 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 )
VS ) # 13635
HUNTER BANK )

Comes now the duly qualified and acting receiver of Hunter Bank, Brownsburg, Indiana, herein, and files his petition asking authority to reduce his bond as such receiver from $30,000.00 to the amount of $20,000.00, which petition is in the words and figures following, to-wit:

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

IN THE HENDRICKS CIRCUIT COURT
SEPTEMBER TERM 1934.

STATE OF INDIANA EX REL
LUTHER F. SYMONS,
BANK COMMISSIONER
OF INDIANA
VS
HUNTER BANK

CAUSE #13635

The undersigned duly qualified and acting receiver of Hunter Bank, Brownsburg, Indiana, respectfully shows to the court in the order made by the court in the appointment of said receiver, a bond was fixed for the said receiver in the said receivership in the sum of Thirty Thousand ($30,000.00) Dollars. That the said receiver believes that a bond for the said sum of Thirty Thousand ($30,000.00) Dollars is greater than is necessary for the protection of the funds, that comes into his hands as such receiver and that a bond in the sum of Twenty Thousand ($20,000.00) Dollars would amply secure and protect the depositors of said bank and all others concerned in connection with the liquidation of said bank.

Therefore the said receiver herein prays an order authorizing him to reduce said bond from the said sum of Thirty Thousand ($30,000.00) Dollars to the sum of Twenty Thousand ($20,000.00) Dollars.

Harney F. Semones

Subscribed and sworn to before me this the day of October 1934.

(SEAL) Vesta Petty
Notary Public

My Commission Expires
Dec 8, 1937

And the Court having seen and examined said petition and being sufficiently advised in its premises, now approves the same and endorses his approval thereon, which is as follows: "10/12/34 Examined & approved. Reduction of bond authorized to $20,000.00. 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, October 13th, 1934.

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

WILLIAM SHADE, ADMINISTRATOR )
OF THE ESTATE OF GLADYS E. )
SHADE, DECEASED. )
VS ) # 14243
GLEN ROBERTS )

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.).

EVA MAE WEST )
VS ) # 14347 - Divorce Decree.
HALBERT A. WEST )

Judgt. vs Deft. for $5.00 per week and costs.
J. D. 16, Page 258.

Comes now the plaintiff, Eva Mae West, in her own proper person and by counsel, and comes also the defendant, Halbert A. West, in person and by counsel, and it appearing to the satisfaction of the court that the defendant has been duly notified of the filing of this action as the same is shown by the writ of summons issued to the sheriff of Marion County, Indiana, and the return of said sheriff endorsed thereon, for more than ten days before the day fixed and endorsed on the plaintiff's complaint as the return day herein, which writ of summons and the endorsement of said sheriff thereon are in the following words and figures, to wit: ( Here Insert ).

It also appears to the satisfaction of the court that more than sixty days have elapsed since the date said sheriff of Marion County, Indiana, served said summons on said defendant, it does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now this cause coming on for hearing before the court, and the court, having heard the evidence adduced in support of the plaintiff's allegations in her complaint, and being fully advised and informed in the premises, does now find that the plaintiff is entitled to an absolute divorce from the said defendant for the reasons and on the grounds set forth in her complaint.

The court further finds that the plaintiff is entitled to the care and custody of the three minor children, hereinafter named, until the further order of the court. And that the defendant should pay the sum of $5.00 per week for their support.

The court further finds that the defendant should pay 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, Eva Mae West, and Halbert A. West, defendant, be and they are hereby dissolved and set aside, and the said plaintiff is hereby granted an absolute divorce from said defendant.

It is further ordered and adjudged by the court that the plaintiff be given the care and custody of the three minor children, whose names and ages are as follows: Elsie Marie West age 9 years; Betty Jean West, age 7 years; and Violet Mae West, age 5 years, until the further order of the court.



It is also adjudged that the defendant shall pay the sum of $5.00 per week for the support of said children; that he shall pay the sum of $10.00 into the hands of the Clerk of the Hendricks Circuit Court on the 29th day of October, 1934, and a like amount each two weeks thereafter, for the support of said children, until the further order of the court. And the Clerk of said court is directed and ordered to pay said moneys to the above named plaintiff as the same is paid into his hands.

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

THE PLAINFIELD BUILDING )
AND LOAN ASSOCIATION, )
PLAINFIELD, INDIANA. )
VS ) # 14387
EDGAR M. MILAM, ET AL. )

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.

EDWIN S. KERR )
VS ) # 14428
MADOLYN KERR )

Comes now the defendant, in person and by counsel, and waives service of summons and files answer and also cross-complaint, which answer and cross-complaint are in the words and figures following, to-wit: (H.I.).

Comes now the above named defendant and files her verified petition herein asking that the plaintiff be restrained and enjoined from disposing of any of his property and be restrained and enjoined from entering the home where defendant now lives and from in any way molesting or disturbing her whereever she may chance to be and to require plaintiff to pay the defendant a necessary amount for her support and maintenance during the pendency of this action and to pay her attorney fees and to prosecute said action which verified petitions are in words and figures, to-wit: H.I.

And the court having examined said petition and being advised and informed in the premises finds that the relief prayed for as to the restraining order and injunction against him entering upon the premises where defendant lives and disturbing her and restraining and enjoining him from disposing of his property should be granted and that the hearing upon the matters alleged as to temporary alimony and attorneys fees and to make said restraining order permanent, should be set for hearing at another date.

It is, therefore, ordered and decreed by the court that the plaintiff be and he is hereby restrained and enjoined from entering upon the premises where defendant now resides and from in any way molesting or disturbing her wherever she may chance to be either by said plaintiff or either of his children and said plaintiff is also restrained and enjoined from in any way encumbering, transferring, selling, or disposing of any of his personal property and is restrained from pledging, assigning or transfering the note held by him against his brother, Alvin Kerr or in any way disposing of the proceeds of said note and said restraining order and injunction shall be binding and in full force and effect until the further order of this court and the court now fixes the 25th day of

October 1934 as the date upon which a hearing shall be had upon the matter and things alleged and set out in this petition.

It is further ordered by the court that the Clerk issue to the Sheriff of Hendricks County, a certified copy of the above and foregoing restraining order and notice and that the same be served upon said plaintiff.

CLAUDE C. HARSHBARGER )
VS ) # 14363
HAROLD K. BACHELDER ) D E C R E E. Judgt. vs Defts. for $466.60 and Costs.
WILLIAM C. BACHELDER. ) J. D. 16, Page 258.

Come again the parties herein by their said attorneys and this cause is submitted to the court for trial, and the court having heard the evidence and argument of counsel, finds that the allegations of the complaint are true, that there is due the plaintiff on the assessment sued on the sum of four hundred thirty-nine and sixty-two hundredths dollars ($439.62), and the further sum of twenty-six and ninety-eight hundredths dollars ($26.98) as and for his attorney fees; that plaintiff is entitled to have his lien foreclosed on the real estate hereinafter described and as described in said complaint against all of the defendants, and to have said real estate sold to satisfy this judgment.

It is therefore considered, adjudged and decreed that the plaintiff, Claude C. Harshbarger, have judgment herein for four hundred sixty-six and sixty hundredths dollars ($466.60), of which amount the sum of $26.98, is for plaintiff's attorney's fee, together with his costs herein, taxed at $_____, and the accruing costs, and that his assessment be foreclosed as against the claims and interests of all the defendants in and to the following described real estate, situated in Montgomery County, State of Indiana:

> Part of Lot Five (5), in Block Four (4), in the Original Plat of the Town of Ladoga, described as follows: Beginning at the southwest corner of said lot, running thence north 114 feet, 3 inches, thence east 37 feet; thence south 5 feet, 6 inches; thence east 6 feet; thence south 108 feet, 9 inches; thence west 43 feet to the place of beginning,

and that said real estate be sold as lands are sold on execution, without relief from valuation or appraisement laws, to satisfy this judgment.

SIMON SHORE )
VS ) # 14319
FIRST RURAL LOAN AND SAVINGS ASS'N.)

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

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



Monday Morning, October 15th, 1934.

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

STATE OF INDIANA )
VS ) # 7512 Judgt. vs Deft., Ed Kerr, for $25.00 fine and costs.
ED KERR ) J. D. 16, Page 258.
CHESTER KERR )

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the above named defendant, Edd Kerr, in his own proper person, who 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, Ed Kerr, for the offense by him committed be and he is fined in the sum of $25.00, and that he pay the costs of this action, taxed at _____dollars and_____ cents, or stand committed until the same is staid or paid.

IRA M. SHARP )
VS ) # 14009 Judgt. vs Deft. for $325.00 and Costs.
CHARLES H. BELL ) J. D. 16, Page 258.

Comes now the plaintiff, in person and by counsel, and this case having been set for trial and the hour of trial having arrived, 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 account sued upon the sum of $325.00 of principal and interest, and that the plaintiff is entitled to a personal judgment against the defendant, Charles H. Bell, 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, Charles H. Bell, the sum of $325.00, together with the costs for 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.

Wednesday Morning, October 17th, 1934.

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

STATE OF INDIANA )
VS ) # 7498 Judgt. vs Deft. for $25.00 fine and costs.
BERT McNABNEY ) J. D. 16, Page 259.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Bert McNabney, in his own proper person, and said defendant having heretofore plead guilty and the Court now being duly advised, finds the defendant guilty of petit larceny.

It is, therefore, now adjudged and decreed by the Court that the defendant, Bert McNabney, 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 said defendant is given sixty days in which to pay the costs.

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 18th, 1934.

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

RENNIA FERN FINE )
FRED CLARK )
VS ) # 14212
MARION H. ROBERTS, ET AL. )

Come now again the parties, by counsel, and the defendant files motion for change of venue from the judge, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion now sustains the same.

And now by agreement of parties, the Court appoints Honorable Charles V. Sears, practicing attorney at this Bar, special Judge to try this cause. And now comes the said Charles V. Sears, herein, and accepts said appointment and assumes jurisdiction of this cause, which appointment and acceptance is in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE

In the Hendricks Circuit Court, Hendricks County, Indiana,
September Term, 1934.

Rennia Fine, et al. )
AGAINST ) No. 14212
Marion H. Roberts, et al. )

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

A. J. Stevenson
Judge Hendricks Circuit Court.

Oct. 18 1934

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 Rennia Fine, et al against Marion H. Roberts, et al. so help me God.

Charles V. Sears

Subscribed and sworn to this 18th day of October 1934 before me, Clerk of said Court.

(SEAL)

Frank Tucker, Clerk.
Hendricks Circuit Court.

RENNIA FERN FINE )
FRED CLARK )
VS ) # 14212
MARION H. ROBERTS, 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 a part of the evidence in this cause, the same is continued until Monday, October 22nd, 1934, at 9:00 o'clock A. M.

Charles V. Sears, 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 19th, 1934.

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

HARNEY F. SEMONES, RECEIVER )
VS ) # 14163
CHARLES W. FRAZEE, ET AL. )

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

GRANT W. STONE, ET AL. )
VS ) # 14406
PUBLIC SERVICE COMPANY OF INDIANA. )

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

And now said defendant files plea in abatement, which plea in abatement is in the words and figures following, to-wit: (H.I.).

IN THE MATTER OF THE LIQUIDATION OF THE PEOPLES BANK & TRUST COMPANY OF CLAYTON, INDIANA. ) # 14058

ORDER TO SELL REAL ESTATE

Comes now Clement E. Kelley, Special Representative of the Department of Financial Institutions in the matter of the liquidation of the Peoples Bank & Trust Company of Clayton, Indiana, and files his verified petition herein asking for an order for the sale of the following described real estate in Hendricks County, State of Indiana, to-wit:

The East half of the following described tract of land, to-wit: A part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 15, North of Range 1 West: Beginning at a stone on the West line of said forty at the center of the said forty; and running thence North on said line 115 feet and 8 inches; thence East 13-1/3 rods; thence South 115 feet and 8 inches; thence West 13-1/3 rods to the beginning, 20 feet on the North and 12½ feet on the West, to be used as a public street.

Said petition further asks an order of the court approving the reappraisal of said property, which reappraisal is in the words and figures as follows, to-wit: (H.I.)

And the court being duly advised in the premises and having heard the evidence finds that said Special Representative has been offered the sum of $150.00 for the above described real estate and said court further finds that the new appraisal of said property is in the sum of $125.00.

The court further finds that it is to the best interest of the trust in this cause that said property be sold and that said property cannot be sold for a sum greater than $150.00, which has been offered said Special Representative by Rilus E. Jones and Florence B. Jones, his wife.

It is, therefore, ordered, adjudged and decreed by the court that the appraisal filed herewith be, and the same is, hereby confirmed and approved.

It is further ordered and adjudged by the court that said

Special Representative be, and he is, hereby authorized to sell said above described property to the said Rilus E. Jones and Florence B. Jones, his wife, for a cash consideration of $150.00, and said Special Representative is further ordered to furnish the Department of Financial Institutions of the State of Indiana with a copy of this order and to request an execution of a deed of conveyance of the above described real estate to the purchasers herein named.

STATE OF INDIANA )
VS ) # 7505 Judgt. vs Deft. for $1.00 Fine.
WARREN ROBERTS ) J. D. 16, Page 259.

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 for the offense by him committed be and he is fined in the sum of $1.00, and that he be and he is imprisoned in the State Penal Farm for a period of six months.

And now said defendant is paroled to his father pending further order.

THE INDIANA SAVINGS AND ) Judgt. vs Deft., William Walter Hyde, for
INVESTMENT COMPANY ) $920.01 and costs.
VS ) # 14042 J. D. 16, Page 259.
WILLIAM WALTER HYDE, ET AL.) FINDING, JUDGMENT AND DECREE.

Comes now the plaintiff in the above entitled cause, by Otis E. Gulley and Herman W. Kothe, its counsel, and come also defendants William Walter Hyde and Sarah J. Hyde, by J. Fred Masters, W. W. Spencer and W. W. Hyde, their counsel, defendant Eliza Clift, by Clarke and Clarke, her counsel, and the defendant State of Indiana, by Philip Lutz, Jr., Attorney General, and Paul K. Shepard, Deputy Attorney General, its counsel; and it appearing to the satisfaction of the court by the sheriff's return to the summons, which summons and return of the sheriff endorsed thereon are in the words and figures following, to wit, (Here insert), that said defendants William Walter Hyde, Sarah J. Hyde, Mamie Hyde, Ernest Johnson, Ludwig Koenig and George Friedrichs were each duly served with process of this court more than ten days prior to the 29th day of September 1932, being the date endorsed on said plaintiff's complaint for the return day of summons thereon.

And now said plaintiff files its reply to the second, third and fourth paragraphs of answer of defendant State of Indiana, its reply to the second and third paragraphs of answer of defendant William Walter Hyde, and its reply to the answer of defendant Eliza Clift, each of which replies are separate and are in the following words and figures, to wit: (Here insert)

And the court now finds that it has jurisdiction of all defendants herein.

And now said defendants Mamie Hyde, Ernest Johnson, Ludwig Koenig and George Friedrichs are each three times loudly called in open court, but come not, and each herein wholly makes default.

And said cause of action being at issue, the same is now submitted to the court for trial, finding, judgment and decree, without the intervention of a jury.



And the evidence being heard and the court fully advised in the premises, finds for the plaintiff herein that all the allegations in said plaintiff's complaint are true, except as to the priority of the lien of its mortgage to a judgment rendered in favor of the State of Indiana in the sum of $124.00 and costs, alleged in paragraph 2 of the answer of defendant State of Indiana; that there is due said plaintiff upon the first mortgage bond sued upon in said complaint, in principal and interest, for continuation of abstract of title, insurance, taxes and assessments, the sum of $860.01, and further the sum of $60.00 as fees for services of said plaintiff's counsel, making a total of $920.01, which sum said plaintiff is entitled to recover against said defendant William Walter Hyde, together with the costs of this action, all without relief from valuation and appraisement laws.

And the court further finds that said total sum of $920.01 is secured by a mortgage upon the real estate described in said plaintiff's complaint and hereinafter described; that said plaintiff is entitled to have said mortgage foreclosed as against said defendants and said real estate sold.

And the court further finds that said mortgage to said plaintiff is a first lien upon said real estate, except, however, as to said judgment alleged in paragraph 2 of the answer of defendant State of Indiana in the sum of $124.00 and costs, as to which judgment said mortgage to said plaintiff is immediately junior and inferior; that said real estate is not susceptible of partition or division; that said defendants William Walter Hyde and Sarah J. Hyde are intermarried and said defendant William Walter Hyde is the owner in fee simple of said real estate; that said first mortgage bond secured by said mortgage to said plaintiff provides for interest at the rate of seven per cent. per annum.

And the court further finds for said defendant State of Indiana upon paragraph 2 of its answer, that the allegations therein contained are true; that said defendant State of Indiana has a judgment lien upon said real estate by virtue of a judgment in the sum of $124.00 and costs rendered on the 14th day of May 1932, by the Johnson Circuit Court of Johnson County, Indiana, in cause entitled "State of Indiana vs. W. W. Hyde"; that said judgment is unpaid; that the lien of said judgment is a first lien upon said real estate.

And the court further finds for said defendant State of Indiana upon paragraph 3 of its answer, that the allegations therein contained are true except the allegation as to the priority of the judgment lien alleged in said paragraph 3 to said mortgage to said plaintiff; that said defendant State of Indiana has a judgment lien upon said real estate by virtue of a judgment in the sum of $260.00 and costs rendered on the 6th day of December 1932 by the Superior Court of Marion County, Indiana, in cause entitled "State of Indiana vs. Helen Taylor et al". and docketed as Cause A-67185; that said judgment is unpaid; that the lien of said judgment is junior and inferior to the lien of said mortgage to said plaintiff.

And the court further finds for said defendant State of Indiana upon aragraph 4 of its answer, that the allegations therein contained are true except the allegation as to the priority of the judgment lien alleged in said paragraph 4 to said mortgage to said plaintiff; that said defendant State of Indiana has a judgment lien upon said real estate by virtue of a judgment in the sum of $40.00 and costs, rendered on the 11th day of January 1933 by the Superior Court of Marion County, Indiana, in cause entitled "State of Indiana vs. W. W. Hyde" and docketed as cause A-69195; that said judg-

ment is unpaid; that the lien of said judgment is junior and inferior to the lien of said mortgage to said plaintiff.

And the court further finds for said defendant Eliza Clift upon her answer, that the allegations therein contained are true; that said defendant Eliza Clift holds a judgment lien upon said real estate by virtue of a judgment in the sum of $200.00 and costs, rendered by the Municipal Court of Marion County, Indiana, on the 23d day of January 1931, against said defendant William Walter Hyde in cause entitled "Eliza Clift vs. William W. Hyde", and docketed as cause No. 23819; that said judgment is unpaid; that the lien of said judgment is junior and inferior to the lien of said mortgage to said plaintiff.

IT IS THEREFORE CONSIDERED AND ADJUDGED by the court that said plaintiff The Indiana Savings and Investment Company have and recover from said defendant William Walter Hyde the sum of $920.01, together with interest at the rate of seven per cent. per annum from the 9th day of October 1934, and including the costs of this action and all accruing costs, without relief from valuation and appraisement laws.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the equity of redemption of said defendants herein, and of all persons claiming from, under, by or through them or any of them in and to said mortgaged premises in Marion County, Indiana, to wit:

> Lot numbered one hundred (100) in Tilford and Thrasher's East Addition to Irvington, now a part of the City of Indianapolis, as per plat thereof in Plat Book 6 page 66 of the Recorder's office of Marion County, Indiana,

be, and the same is hereby forever barred and foreclosed except as the right to redeem the same is provided by the statutes of the State of Indiana, and that said mortgage to said plaintiff The Indiana Savings and Investment Company is hereby foreclosed, and said real estate and all right, title, interest and claim of said defendants or any of them, and all persons claiming from, under, by or through them or any of them in and to said real estate, or so much thereof as may be necessary for that purpose, shall be sold by the sheriff of Marion County, Indiana, as other lands are sold on execution, said sale to be made without any relief from valuation or appraisement laws, and the proceeds arising from said sale the sheriff is ordered and directed to apply in the following manner:

1. To the payment of the costs accrued and to accrue in this cause.
2. To the payment of the judgment of said defendant The State of Indiana in the sum of $124.00 and costs, rendered on the 14th day of May 1932, by the Johnson Circuit Court of Johnson County, Indiana, in cause entitled "State of Indiana vs. W. W. Hyde".
3. To the payment of the judgment of said plaintiff The Indiana Savings and Investment Company in the sum of $920.01, plus interest at the rate of seven per cent, per annum from the 9th day of October 1934, as herein rendered.

The overplus, if any, after the payment of the foregoing judgments, interest and costs, to be paid by the sheriff to the clerk of the court for the use of the person or persons lawfully authorized to receive the same.

In the event that said mortgaged premises hereinabove specifically described shall fail to sell for a sum sufficient to pay said judgment, interest and costs, of the plaintiff herein, the residue thereof shall be levied upon the property of William Walter Hyde, subject to execution, and sale shall be had without any relief whatever from valuation or appraisement laws.



IT IS FURTHER CONSIDERED AND ORDERED by the court that William H. Keller heretofore appointed receiver herein, shall continue as receiver for the above described real estate under said appointment; shall manage said real estate; make all collections or rentals or cause them to be made; shall make all repairs necessary for the maintenance thereof; shall pay all taxes, assessments and insurance upon said real estate, and shall continue as receiver thereof until the sale of said real estate under the decree of foreclosure herein, when said receiver shall file his final report of his acts and duings as said receiver, with this court, and shall pay the net proceeds of the operation of said receivership to the person or persons and in the manner provided by the order of this court approving and confirming said report.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that upon the making of said sale and the failure of said real estate to sell for a sum sufficient to pay said judgment of the plaintiff herein, with interest and costs, this cause shall remain on the docket for the filing of such pleadings as said plaintiff may desire for the appointment of a receiver of said real estate during the period of redemption.

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 20th, 1934.

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

EDWARD FOSTER, ETC. )
VS ) # 14194 Judgt. vs Pltf. for costs.
CHARLES J. FRIEL ) J. D. 16, Page 260.

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 seen and examined said motion and being duly advised, 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, Edward Foster, by his next friend Henry D. Foster, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MAE RECOBS )
VS ) # 14368
ALBERT H. CUTTER, ET AL. )

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 seen and examined said motion and being duly advised, now dismisses this cause, 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.

LADOGA CANNING CO. )
VS ) # 14438
ROY SHARP, ET AL. )

Comes now the petitioner, by counsel, and files affidavit for temporary restraining order, together with bond, which affidavit and bond are in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined the affidavit and bond, and being duly advised in their premises, now approves the same, and the Court now orders restraining order issued, and the same is set for hearing October 25th, 1934, which restraining order is in the words and figures following, to-wit:

STATE OF INDIANA )
( SS:
COUNTY OF HENDRICKS )

IN THE HENDRICKS CIRCUIT COURT
No. 14438

LADOGA CANNING COMPANY )
( )
- vs - )
( )
ROY SHARP, )
CECIL PAGE, )
FINLEY GEIGER, )
GLENN DURHAM and )
WALTER SHELTON, doing business )
under the firm name and style )
of DURHAM & SHELTON. )

TEMPORARY RESTRAINING ORDER.

Comes now the plaintiff in the above cause and files its complaint for an injunction and asking for a temporary restraining order until a hearing can be had, which complaint reads as follows: (H.I.), and said complaint being supported by affidavit and the Court having read the same and being convinced of plaintiff's right for immediate relief, It is now ordered, adjudged and decreed:

That the defendants, their employees, agents or anyone having knowledge of the terms of this order, are restrained immediately and until notice and a hearing for a temporary injunction from selling or assisting in the sale, purchasing or assisting in the purchase, transporting or assisting in the transportation, or furnishing any of their property for the purpose of aiding or abetting the sale, purchase or transportation, or of soliciting the sale of any tomatoes grown pursuant to the terms of a contract with the plaintiff, except delivery to the plaintiff under the terms of said contracts, and it is further ordered that the Clerk of this Court cause certified copies of this order to be made and served by the sheriff of the county upon the defendants, and that Saturday, the 25th day of October, 1934, at 10:00 A. M. or as soon thereafter as the same can be heard, be set as the date for the hearing on a temporary injunction, said hearing to be held in the Court room of the Hendricks Circuit Court in Danville, Indiana.

A. J. Stevenson
Judge, Hendricks Circuit Court.



RUTH McCLELLAN )
VS ) # 14346 D E C R E E Judgt. vs Pltf. for Costs.
OWEN McCLELLAN ) J. D. 16, Page 260.

Comes now again the parties in the above entitled cause and it appearing to the court that the defendant was given notice by publication for more than 30 days prior to the _____day of September, 1934, of the pendency of this action, said date being the return date as fixed in said notice, which notice and the proof of publication is in the words and figures as follows, to-wit: (H.I.)

And now the defendant is three times loudly called in open court but come, not and 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 duly advised in the premises finds that the allegations of the plaintiff's complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant.

It is, therefore, ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between Ruth McClellan and Owen McClellan be, and the same are, hereby dissolved and the plaintiff is granted an absolute divorce.

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

DELIA CLEVENGER )
VS ) # 12580
FRED H. CLEVENGER )

Come now the parties, by counsel, and this cause coming on for hearing on petition to modify decree, the Court hears the evidence in this cause, and now being duly advised, finds against the petitioner and that the original order should not be modified.

It is, therefore, considered, ordered and adjudged by the Court that

the original decree stand as heretofore rendered, and that it not be modified.

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 22nd, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

RENNIA FERN FINE )
FRED CLARK )
VS ) # 14212
MARION H. ROBERTS, ET AL.)

Come now again the parties, by counsel, and the taking of evidence is continued and concluded.

And now the Court takes this cause under advisement.

Charles V. Sears, Special Judge.

WILLARD HAYS )
VS ) # 14341
FRED SHIRLEY )

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.).

FLOSSIE B. HAYES )
VS ) # 14370
WILLARD H. HAYES )

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

HORACE L. BROWN )
VS ) # 14392
MARGUERITE BROWN )

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.).

LESTER M. THRELKELD )
VS ) # 14439
VIVIAN E. THRELKELD )

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 seen and examined said affidavit and being duly advised in its premises, now orders non-resident notice issued for the defendant, Vivian E. Threlkeld, making the same returnable December 15th, 1934.

STATE OF INDIANA )
VS ) # 7509
MOORIS HAGGERD )

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 as charged in the affidavit.

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

STATE OF INDIANA )
VS ) # 7513 Judgt. vs Each Deft. for $10.00 and Costs.
HARLEY WHITE ) J. D. 16, Page 260.
FRANCIS UPTON )

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 their separate and several plea says, that he is guilty of petit larceny.

It is, therefore, now adjudged and decreed by the Court that each defendant, Harley White and Francis Upton, for the offense by him committed be and he is fined in the sum of $10.00, that each be imprisoned in the State Penal Farm for a period of sixty days, and that each 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, October 23rd, 1934.

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

STATE OF INDIANA)
VS ) # 7134
ED OWENS )

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 ) # 7176
CHESTER NEWBY )

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 ) # 7487
ROBERT McHAFFIE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and it appearing to the Court that this cause was set for trial on Monday, October 22nd, 1934, it further appearing to the Court that the defendant's bondsmen were notified of the setting of this case, and it further appearing to the Court that they have failed to produce the defendant, Robert McHaffie, in Court at the time and place of trial, the Court now renders judgment.

It is, therefore, now adjudged and decreed that the recognizance bond heretofore entered in this cause, be and the same is hereby now declared forfeited, and the Clerk of this Court is now directed to issue a warrant for the arrest of the above named defendant, Robert McHaffie, to the Sheriff of Hendricks County.

WILLIS JONES, ET AL.)
VS ) # 14440
HARL CARTER )

Comes now the plaintiff, by counsel, and files verified petition for appointment of receiver, 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 set for hearing

Thursday, October 25th, 1934, at 9:00 o'clock A. M.

And now notice is ordered issued to the defendant of time and place of hearing.

CITIZENS BUILDING LOAN )
FUND AND SAVINGS ASSO- )
CIATION. )
VS ) # 13790
CLARENCE M. GENTRY, 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.

METROPOLITAN LIFE INSURANCE )
COMPANY, A CORPORATION. )
VS ) # 13786
JOHN J. DOUGAN, ET AL. )

Comes now again the above named receiver, by counsel, and files final report as receiver, which report is in the words and figures following, to-wit: (H.I.). And it appearing to the Court that entry and order of the Court made under date of June 8th, 1934, was erroneous, and the Court now vacates said order and declares the same null and void.

And now the Court approves the receiver's report herein, and said receiver is now discharged from his bond and trust herein.

It is, therefore, considered, ordered and adjudged by the Court that the entry and order of the Court made under date of June 8th, 1934, be and the same is hereby vacated and declared null and void, and that said receiver's report is now approved and the receiver is discharged from his bond and trust herein.

JAMES B. MEADOWS )
VS ) # 14240 Judgt. vs Pltf. for Costs.
LADOGA CANNING COMPANY ) J. D. 16, Page 260.

Come now the parties, in person and by counsel, and the Court now being duly advised, sustains the demurrer to complaint, heretofore filed. And now the plaintiff amends complaint by inter lineation and refiles same, which is in the words and figures following, to-wit: (H.I.). And now the defendant files answer in general denial, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard all of the evidence in this cause and being duly advised, finds for the defendant.

It is, therefore, now adjudged and decreed by the Court that the plaintiff take nothing by his complaint, and that the defendant, Ladoga Canning Company, recover its costs of this action, taxed at _____dollars and _____cents.



STATE OF INDIANA EX REL )
LUTHER SYMONS )
VS ) O R D E R
CLAYTON BANK & TRUST )
COMPANY OF CLAYTON, INDIANA.)

Comes now Clement E. Kelley, Receiver of the Clayton Bank & Trust Company and files his verified petition asking for an order authorizing him to compromise and scale down the indebtedness of John T. Albertson due to the Clayton Bank & Trust Company and its receiver, 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 heard the evidence in respect thereto finds that it is to the best interest of the trust in this cause that a composition of the indebtedness of John T. Albertson be allowed and that said receiver should accept the sum of $2889.50 in full payment of all of the indebtedness of the said John T. Albertson to the Clayton Bank & Trust Company.

It is, therefore, ordered, adjudged and decreed by the court that Clement E. Kelley, Receiver of the Clayton Bank & Trust Company of Clayton, Indiana, be, and he is, hereby authorized to accept the sum of $2889.50 in full settlement of all of the indebtedness due the Clayton Bank & Trust Company and its receiver by John T. Albertson.

All of which is ordered, adjudged and decreed.

STATE OF INDIANA ON RELATION )
OF 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 authority to sell certain real estate and to compromise the indebtedness of David A. Reitzel to the Clayton Bank & Trust Company, now in receivership, 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 it is to the best advantage of said trust that the prayer of said petitioner be granted.

It is therefore ordered, adjudged and decreed that Clement E. Kelley, Receiver of the Clayton Bank & Trust Company, be, and he is, hereby authorized to execute a deed to Nathan H. Kendall for the following described real estate in Hendricks County, State of Indiana, to-wit:

A part of the Northeast quarter of Section 7, Township 14 North of Range 1 West and bounded as follows; Beginning at the East half mile stone of said Section 7 and running thence West 40 chains and 38 links to the center of said Section 7; thence North 17 chains and 64-2/3 links to a stone; thence East 40 chains and 37 links to a stone on the East line of said Section; thence South 17 chains and 64-2/3 links to the place of beginning and estimated to contain 71.25 acres more or less. Also, a part of the Northwest fractional quarter of Section 7, Township 14 North of Range 1 West bounded as follows; Beginning at the center of said Section 7 and running thence North 131.52 rods; thence West parallel with the North Section line to the West Section line of said Section and to a point 29 rods and 3 links South of the Northwest corner of said Section 7; thence South 131.52 rods; thence East on the half Section line to the place of beginning, estimated to contain 89.47 acres more or less.

upon the payment, by the said Nathan H. Kendall, of the sum of $8,000.00 in cash.

It is further ordered, adjudged and decreed that said receiver be, and he is, hereby authorized to accept the sum of $4841.70 in full payment and satisfaction of the indebtedness of David A. Reitzel to the said Clayton Bank & Trust Company.

STATE OF INDIANA EX REL )
LUTHER SYMONS. ) # 13810
VS ) O R D E R
CLAYTON BANK & TRUST COMPANY )
OF CLAYTON, INDIANA. )

Comes now the receiver of the Clayton Bank & Trust Company and files his verified petition herein for an order authorizing him to sell the real estate described in his petition, and the court having examined the same and being duly advised in the premises finds that the prayer of said petitioner should be granted and that the receiver of the Clayton Bank & Trust Company be authorized to sell said real estate at and for the price of $1200.00, the purchase price to be paid as follows: $400.00 cash on the execution of the deed and the balance in one year therefrom, said deferred payment to draw interest at the rate of 6% per annum and secured by a mortgage upon the real estate.

It is, therefore, ordered, adjudged and decreed that Clement E. Kelley, Receiver of the Clayton Bank & Trust Company be, and he is, hereby authorized to sell the following described real estate to Benjamin F. See for the sum of $1200.00, payable $400.00 in cash on the execution of the deed and the balance in one year therefrom drawing interest at the rate of 6% per annum and secured by a mortgage on the real estate described as follows, to-wit:

A part of the East half of the Northwest quarter of Section 35, and a part of the Southeast quarter of the Southwest quarter of Section 26, all in Township 15 North, Range 1 East, described as follows, to-wit: Beginning at the southeast corner of said quarter quarter; and running thence North along the East line thereof 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 69½ degrees West parallel with the center line of said road 12.97 chains; thence North 20½ degrees West 3 1/3 chains to the center of said road; thence South 69½ degrees West along the center of said Road, 5.36 chains; thence South 20½ 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; thence North along said East line of the Northeast quarter of the Northwest quarter of said Section 35, 20.16 chains to the place of beginning, excepting 4 acres therein conveyed by the Warren Realty Company to Cyrus M. Hobbs under date of December 21, 1922, more particularly described as follows, to-wit:

A part of the Southeast quarter of the Southwest quarter of Section 26, in Township 15 North of Range 1 East, to-wit: Beginning in the center line of the Cumberland Road to a point 938.27 feet measured upon and along the center line of said road 69 degrees 30 minutes West from the east line of said quarter quarter section, (Said point in the East line of said quarter quarter section being 939.18 feet North of the Southeast corner of said quarter quarter section); thence South 69 degrees 30 minutes West upon and along the center line of said road, 353.76 feet to a point; thence South 20 degrees 30 minutes east, 488.77 feet to a point; thence North 69 degrees 30 minutes east upon and along a line parallel to the center line of said road, 360.36 feet to a point; thence Northwestwardly 488.77 feet to the place of beginning, containing in said exception as aforesaid 4 acres, more or less.

Thirty feet off of the entire East side of the above described 4 acre tract is reserved as a public highway.

Except also the right-of-way of the T. H. I. & E. Traction Company over and across said real estate more particularly described by metes and bounds as follows:

Situate in a part of the Southeast quarter of the Southwest quarter of Section 26, and the Northeast quarter of the Northwest quarter of Section 35, Township 15 North, Range 1 East; being a strip of land 80 feet in width, 40 feet lying on each side of the following described line, which line is the center line of the main track of the Indianapolis & Plainfield (now T. H. I. & E.) Electric Railroad Company, as the same is now located: Beginning at a point 9 feet North of the Southeast corner of the Southwest quarter of said Section 26; thence South 61 degrees 56 minutes West 925 feet to the West line of the first above described tract of land and containing an area of 1 70/100 acres.

Containing in the first above described tract of land exclusive of all exceptions, 32.80 acres, more or less.

All of which is ordered, adjudged and decreed.

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

Record read and signed in open court.

A. J. Stevenson, Judge.





Wednesday Morning, October 24th, 1934.

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

STATE EX REL LUTHER SYMONS )
VS ) # 13810 O R D E R
CLAYTON BANK & TRUST COMPANY)

Comes now Clement E. Kelley, Receiver of the Clayton Bank & Trust Company and files his verified petition herein asking for authority to scale down the indebtedness of Leon Bayliss and his wife to the Clayton Bank & Trust Company, which petition is in the words and figures as follows, to-wit: (H.I.).

The court being duly advised in the premises finds that it is to the best interest of the receiver's trust to accept, in full of the indebtedness of said Leon Bayliss and his wife, the sum of $500.00.

It is, therefore, ordered, adjudged and decreed that Clement E. Kelley, Receiver of the Clayton Bank & Trust Company, be, and he is hereby authorized to accept the sum of $500.00 in full satisfaction of the indebtedness of Leon Bayliss and his wife to the Clayton Bank & Trust Company.

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 25th, 1934.

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

WILLIAM SHADE, ADMINISTRATOR OF)
THE ESTATE OF GLADYS E. SHADE, )
DECEASED. )
VS ) # 14243
GLEN ROBERTS )

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, now sustains the same.

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

EDWIN S. KERR )
VS ) #14428 Judgt. vs Pltf. for $35.00 support and $35.00 attorney fee.
MADOLYN KERR ) J. D. 16, Page 261.

Come now the parties, in person and by counsel, and this cause coming on for hearing and the Court being duly advised, now finds for the cross-complainant, Madolyn Kerr, on her petition for allowance, and that the plaintiff, Edward S. Kerr, should pay to the defendant for her support pending this action, the sum of $35.00, and the further sum of $35.00 for her attorney, said payments to be made within fifteen days from this date.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, Edward S. Kerr, pay to the defendant, Madolyn Kerr, for her support pending this action, the sum of $35.00, and the further sum of $35.00 for her attorney, said payments to be made within fifteen days from this date.

The restraining order is continued as to the real estate and interests therein of plaintiff and note of $1200.00 due the said plaintiff from brother.

LADOGA CANNING COMPANY )
VS ) # 14438 Judgt. vs Pltf. for Costs.
ROY SHARP, ET AL. ) J. D. 16, Page 261.

Come now the parties, in person and by counsel, and this cause coming on for hearing and the Court having heard all the evidence in this cause and being duly advised, finds that the temporary restraining order heretofore issued should be dissolved, and that the plaintiff is not entitled to an injunction as prayed for.

The court further finds that the plaintiff should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the temporary restraining order heretofore issued be and the same is hereby dissolved, and that the plaintiff is not entitled to an injunction as prayed for.

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



BEATRICE RIGGEN)
VS )# 14441
CLEO RIGGEN )

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 orders restraining order issued, the same being set for hearing, October 3rd, 1934, said restraining order being in the words and figures following, to-wit:

BEATRICE RIGGEN
VS #14441
CLEO RIGGEN

ORDER FOR A RESTRAINING ORDER

Comes now, Beatrice Riggen, by her attorney and the plaintiff now moves the court for an order enjoining and restraining the defendant from selling, conveying, or in any way disposing of his property during the pendency of this action and also for an order restraining and enjoining the defendant from in any way molesting or bothering this plaintiff during the pendency of this action. And the court, having heard the evidence and being fully advised in the premises, finds for the plaintiff, and that she is entitled to the restraining order as prayed.

It is, therefore, ordered and decreed that the defendant be and he is hereby enjoined and restrained from selling, conveying, or in any other way disposing of any of his property during the pendency of this action or until the further order of the court and said defendant, further restrained and enjoined from molesting, interfering with, or annoying said plaintiff during the pendency of this action.

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

Friday Morning, October 26th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

DORA SHOCKLEY )
VS ) # 14209
INDIANAPOLIS RAILWAYS )
INC., A CORPORATION )

Comes now the plaintiff, by counsel, and upon her 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.

WILLARD HAYS )
VS ) # 14341
FRED SHIRLEY )

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 by agreement of said parties, this cause is sent on change of venue to Montgomery County, Indiana, and five days are given in which to pay the costs and perfect change.

CLAUDE C. HARSHBARGER )
VS ) # 14363
HAROLD K. BACHELDER, ET AL.)

Come now the defendants, by counsel, and file motion and reasons for a new trial, which motion and reasons are in the words and figures following, to-wit: (H.I.).

FLOSSIE B. HAYES )
VS ) # 14370
WILLARD H. HAYES )

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 by agreement of said parties, this cause is sent on change of venue to Morgan County, Indiana, and five days are given in which to pay the costs and perfect change.

IDA LEE )
VS ) # 14379
MARTINSVILLE SCHOOL CITY )

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



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, )
Plaintiff, )
- vs - ) CAUSE NO. 1 4 0 8 5
WILBUR HADLEY, EMMA D. HADLEY, HUNTER BANK, ) D E C R E E
HARNEY F. SEMONES, RECEIVER FOR HUNTER BANK, ) Judgt. vs Deft., Wilbur Hadley,
THE STATE OF INDIANA, WILLIAM WALLS, ) for $5323.85 and Costs.
ELIZABETH WALLS, CITIZENS STATE BANK OF ) J. D. 16, Page 261.
NOBLESVILLE, INDIANA, BERT E. ARBUCKLE, )
J. RAYMOND BARKER, HERMAN BARKER, IRENE BARKER, )
MARY BARKER, RUTH BARKER, ORRA SOWDER, )
ERASMUS R. BARTLEY, NELLIE FUQUA, CHARLES MERRITT, )
ELIAS MERRITT, MARGARET RIGGAN, A. EVERETT MERRITT, )
LENA PATTERSON, THOMAS MERRITT, MARY EDITH RAGAN, )
CAROLINE BARKER ROSS AND SUSAN BARKER COOK, )
Defendants. )

Comes now again the plaintiff, by its counsel Edgar M. Blessing, and comes also Horace L. Hanna and withdraws his appearance for certain of the defendants in the above entitled cause.

And it now appearing to the court that the defendant, Wilbur Hadley, was served with process for more than 10 days before the 14th day of June, 1934, being the date endorsed on plaintiff's complaint for the return of an alias summons therein, which said summons and return thereon are in the words and figures as follows, to-wit: (H.I.).

And it further appearing to the court, by the summons herein and the return of the sheriff endorsed thereon, that the defendant Orra Sowder has been served with process for more than 10 days before the 13th day of March, 1934, being the date endorsed on plaintiff's complaint for the return of an alias summons therein, which said summons and return thereon are in the words and figures as follows, to-wit: (H.I.).

And it further appearing to the satisfaction of the court that Thomas Merritt, Harney F. Semones, Receiver of the Hunter Bank of Brownsburg, Indiana, William Walls, Elizabeth Walls, J. Raymond Barker, Herman Barker, Elias Merrit, Margaret Riggan, Mary Edith Ragan, Irene Barker, Ruth Barker, A. Everett Merritt, Lena Patterson and Citizens State Bank of Noblesville, Indiana, have been served with process for more than 10 days before the 28th day of October, 1933, being the date endorsed on plaintiff's complaint for the return day of summons therein, which said summons and return thereon are in the words and figures as follows, to-wit: (H.I.).

And it further appearing to the court, by the notice and proof of publication herein, which said note and proof of publication are in the words and figures as follows, to-wit: (H.I.), that the defendants Bert E. Arbuckle, Mary Barker, Erasmus R. Bartley, Nellie Fuqua, Charles Merritt, Caroline Barker Ross and Susan Barker Cook have been duly notified of the pendency of this action by three successive publications in the Hendricks County Republican, a weekly newspaper of general circulation, printed and published in the Town of Danville, County of Hendricks, State of Indiana, the last of which publications was made more than 30 days before the 1st day of the May Term, 1934, of the Hendricks Circuit Court, the same being on Monday,

the ___ day of March, 1934, which is the return date fixed by an order secured by the Hendricks Circuit Court.

And now all of said defendants, except the Citizens State Bank of Noblesville, Indiana, which has heretofore filed an answer in this cause in the words and figures as follows, to-wit: (H.I.), are 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 default of the defendants and the answer of the Citizens State Bank of Noblesville, Indiana, 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 plaintiff's complaint are true and that the relief therein prayed should be granted.

The court further finds that the defendant Emma D. Hadley, the wife of Wilbur Hadley, died prior to the commencement of this action.

The court further specifically finds that there is due the plaintiff from the defendant, Wilbur Hadley, the following sums, to-wit:

| | |
|---|---|
| Balance of principal ---------- | $4,000.00 |
| Interest accrued on June 15, 1932, ---------- | 120.00 |
| 8% interest to October 26, 1934 ---------- | 779.09 |
| Abstract continuation ---------- | 9.00 |
| Insurance advanced by plaintiff on 2-1-34 ---------- | 62.00 |
| Interest to October 26, 1934 ---------- | 3.76 |
| T O T A L ---------- | $4,973.85 |

The court further finds that a reasonable fee for plaintiff's attorneys is the sum of $350.00 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 Wilbur Hadley and Emma D. Hadley, his wife, on the 15th day of December, 1922, at which time the defendant Wilbur Hadley was the owner in fee simple of the real estate; that said mortgage was filed for record at 4:00 o'clock, P.M., on the 19th day of January, 1923, in Mortgage Record 77 at page 316 in the office of the Recorder of Hendricks County, Indiana; that on the filing for record, said mortgage became, has since remained, and now is a first and paramount lien on the real estate, and prior and superior to all claims of the defendants, and each of them, and the claims of all persons claiming through any of said defendants since the commencement of this action.

The court further finds, as alleged, that the terms of said note and mortgage were breached by the failure of the mortgagor to pay the indebtedness due upon the note and mortgage sued upon.

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, therefore, ordered, adjudged and decreed that the plaintiff have and recover of and from the defendant, Wilbur Hadley, the sum of $4973.85, principal and interest and advancements, together with the further sum of $350.00 attorney fees, or a total of $5323.85 together with the 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, 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 situated in Hendricks County, State of Indiana, to-wit:

A part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 16 North, Range 1 East of the Second Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southeast corner of said Quarter-quarter Section, and running thence North 36 rods and 15 links; thence South 53 degrees, West 22 rods; thence South 8½ degrees, West 23 rods and 22 links to the South line of said Quarter-quarter Section; thence East on said South line 21½ rods to the place of beginning, containing 3 acres and 94 rods, more or less.

Also, the South half of the Southeast Quarter of Section 33, Township and Range aforesaid, containing 80 acres, more or less, excepting therefrom 12½ rods off of and across the entire North end of said half-quarter Section, containing in said exception 12½ acres, more or less, and leaving in said half-quarter Section, after said exception 67½ acres, more or less;

Containing in all 71 acres, more or less, in Washington Township, Hendricks County, Indiana;

be foreclosed and that 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 action; 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 the Hendricks Circuit Court for the benefit of the persons lawfully entitled to receive the same.

It is further ordered that Calude H. 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 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.

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 the Sheriff to proceed forthwith to execute this decree; and said Sheriff shall make due return of his proceedings herein.

It is further ordered, adjudged and decreed that when the Sheriff's deed shall have been executed in consummation of said sale, the Clerk of this court shall proceed forthwith to release of record the mortgage herein foreclosed.

It is further ordered that if any person, after the execution of said Sheriff's deed, shall fail or refuse to surrender possession to the holder of said Sheriff's deed, or his or its grantee, a Writ of Assistance shall issue to and be served by the Sheriff of Hendricks County, Indiana, to remove from the premises the said person or persons failing or refusing to yield possession.

All of which is ordered, adjudged and decreed.

Friday, October 26th, 1934, and the 47th day of the September Term, 1934.

COURT ALLOWANCE FOR SEPTEMBER TERM, 1934.

| | |
|---|---|
| Helen Harris, Court Reporter | $ 238.24 |
| Harry Thompson, Jury Commissioner | 3.00 |
| John G. Shelton, Jury Commissioner | 3.00 |
| Frank Tucker, Per Diem on Venued Cases | 82.00 |
| Joe Hess, | 38.70 |
| Alvin Hall, | 25.85 |
| Lawyers Co-operative Publishing Company | 7.50 |
| West Publishing Company | 15.00 |
| T O T A L | $ 413.29 |

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, 1934, of said court.

And Court adjourned until court in course,

Records read and signed in open court.

C. J. Stevenson, Judge.



V A C A T I O N

BE IT REMEMBERED, That on the 29th day of October, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

GRAND AND PETIT JURORS, DRAWN FOR THE NOVEMBER TERM, 1934.

BE IT REMEMBERED, That on the 29th day of October, 1934, Harry 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 November Term, 1934, of this court, viz:

| | |
|---|---|
| 1. Glen Conn | Center Township |
| 2. Charles Wilcox | Guilford Township |
| 3. Carl Davis | Eel River Township |
| 4. Victor Burch | Clay Township |
| 5. Everson E. Watson | Brown Township |
| 6. Charles Baker | 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, 1934, of this court, viz:

| | | | | | |
|---|---|---|---|---|---|
| 1. Charles Pennington | Brown | Twp. | 16. John Edwards | Center | Twp. |
| 2. Frank Broyles | Washington | Twp. | 17. Clifford Rodney | Center | Twp. |
| 3. Ernest Rynerson | Liberty | Twp. | 18. Loren Masten | Washington | Twp. |
| 4. Paul Martin | Liberty | Twp. | 19. Guy E. Beck | Marion | Twp. |
| 5. Arthur Masten | Franklin | Twp. | 20. Otto Whicker | Clay | Twp. |
| 6. Chester Neal | Lincoln | Twp. | 21. Frank Myers | Center | Twp. |
| 7. Beuford Bailey | Union | Twp. | 22. Arthur Lambert | Clay | Twp. |
| 8. John Stout | Liberty | Twp. | 23. Curtis Stewart | Marion | Twp. |
| 9. Elmer Hornaday | Washington | Twp. | 24. Oscar N. Tinder | Center | Twp. |
| 10. Andrew Nichols | Clay | Twp. | 25. Grant Sellers | Eel River | Twp. |
| 11. Edwin Scearce | Center | Twp. | 26. W. J. Loy | Guilford | Twp. |
| 12. Wayne Kelly | Marion | Twp. | 27. Orion Jones | Washington | Twp. |
| 13. Cecil Page | Eel River | Twp. | 28. Stephen J. Maloney | Brown | Twp. |
| 14. Warren Swank | Center | Twp. | 29. Lester Smith | Guilford | Twp. |
| 15. Patrick Dugan | Brown | Twp. | 30. Walter Sanders | Brown | Twp. |

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 31st day of October, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable Judge thereof, the following proceedings were had herein, viz:

BEATRICE RIGGEN)
VS ) # 14441
CLEO RIGGEN )

Comes now the plaintiff, by counsel, and files verified petition charging the defendant with violation of restraining order, which verified petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition, attachment of defendant is ordered and that said defendant appear instanter before the Court to show cause why he should not be punished for contempt of court.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of November, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

BEATRICE RIGGEN)
VS ) # 14441
CLEO RIGGEN )

Come now again the parties, by counsel, and the order of attachment for the defendant is now dissolved.

And now the Court orders the defendant, Cleo Riggen to appear Monday, November 5th, 1934, and show cause why he should not be punished for contempt of Court.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of November, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

WALTER THOMPSON, ET AL.)
VS ) # 13904
E. M. ALLEN, ET AL. )

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of November, 1934, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

CASSIE MILLER )
VS ) # 14441
JOSEPH M. MILLER )

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

Attest: Frank Tucker, Clerk.





Monday Morning, November 5th, 1934.

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

SIMON SHORE )
VS ) # 14319
FIRST RURAL LOAN )
AND SAVINGS ASS'N. )

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.).

NELS MOLINE )
VS ) # 14366 Judgt. vs Pltf. for Costs.
INDIANAPOLIS RAILWAYS ) J. D. 16, Page 262.
INCORPORATED. )

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, Nels Moline, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

THE LADOGA BUILDING LOAN )
FUND AND SAVINGS ASS'N. )
VS ) # 14426
LOWDEN B. MAWRY, ET AL. )

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.

STATE OF INDIANA )
VS ) # 7515
NATHEN SHEETS )

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

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

And now the defendant withdraws his plea of not guilty and enters his plea of guilty to the offense charged in the affidavit. And the Court being duly advised, now renders the following judgment.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Nathen Sheets, for the offense by him committed be and he is fined in the sum of $10.00, and that he 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.

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 sentence to imprisonment should be suspended during such period, if the said defendant, Nathen Sheets, shall refrain from the use of intoxicating liquor.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended during such period, if the defendant shall refrain from the use of intoxicating liquor.

And now the defendant, Nathen Sheets, is given thirty days in which to pay his fine and costs, and his driver's license ordered revolked.

IN THE MATTER OF APPEAL OF SAM )
PORTER FROM THE ACTION OF THE BOARD) # 14414
OF COUNTY COMMISSIONERS ON OLD AGE )
PENSION GRANTED FEBRUARY 10th, 1934)

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this case, and now being duly advised, finds for the petitioner, Sam Porter, and that the award of the Board of Commissioners for a pension for the petitioner should be increased to $12.00 per month.

It is, therefore, considered, ordered and adjudged by the Court that the award of the Board of Commissioners for a pension for the petitioner, Sam Porter, be and the same is hereby increased to $12.00 per month.

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 6th, 1934.

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

MATTIE VAUGHT )
VS ) # 14399
A. EMMETT BLY, ET AL. )

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before November 15th, 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, November 7th, 1934.

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

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 13812
OTTO N. MOORE, ET AL. )

Comes now the receiver, Claude W. Gladden, 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.

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

CLAYTON HARDWARE AND )
LUMBER COMPANY, INC. )
VS ) # 14391
CHANCEY C. McCORMICK )
SARAH M. CLAWSON )

Comes now the plaintiff, by counsel, and upon its 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.

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

Comes now the Fidelity and Casualty Company of New York, by counsel, and the Court having seen and examined the demurrer of the defendant, Fidelity and Casualty Company of New York, heretofore filed to secomd amended complaint, and now being duly advised in its premises, now overrules the same, to which ruling of the Court the said defendant duly excepts.

And now all defendants are ruled to answer said second amended complaint on or before November 20th, 1934.

And this cause is now set for trial, January 10th, 1935.

Chase Harding, Special Judge.

STATE OF INDIANA, EX REL ) (Claim allowed in sum of $600.00; preferred as to
LUTHER F. SYMONS, BANK ) $475.10 & general as to $124.90. See C.O.B. 85,
COMMISSIONER. ) Page 298.)
VS ) # 13810 Judgt. vs Clayton Bank and Trust Co. for $600.00
CLAYTON BANK AND TRUST ) in favor of Georgia Rodenbeck.
COMPANY. ) J. D. 16, Page 262.

Comes now again the above named Georgia Rodenbeck, by counsel, and comes also the receiver, by counsel, and the matter of the petition of the said





Georgia Rodenbeck for an allowance of her claim as a preferred claim coming on for hearing, the parties now present, files an agreed statement of facts constituting the evidence of said petition. And the Court being duly advised, now finds for the petitioner and that the petitioner is entitled to have her claim preferred as against general creditors in the sum of $600.00.

It is, therefore, adjudged and decreed by the Court that the petitioner, Georgia Rodenbeck, have and recover of and from the above named, Clayton Bank and Trust Company, the sum of $600.00, and that said claim be paid by the receiver as a preferred claim over and above the claims of depositors and general creditors.

STATE OF INDIANA, EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER )
VS ) # 13810 ORDER ON PETITION TO COMPROMISE AND
CLAYTON BANK & TRUST CO. ) SETTLE DEBT OF CHARLES W. THOMPSON.

Comes now the receiver of the Clayton Bank and Trust Company, by counsel, and files petition to compromise and settle debt of Charles W. Thompson, which petition is in the words and figures following, to-wit:

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

HENDRICKS CIRCUIT COURT
NOVEMBER TERM, 1 9 3 4

STATE EX REL LUTHER SYMONS
VS
CLAYTON BANK & TRUST COMPANY

PETITION TO COMPROMISE AND SETTLE DEBT
OF CHARLES W. THOMPSON

Comes now the undersigned receiver of the Clayton Bank and Trust Company and respectfully shows to the court that Charles W. Thompson is indebted to the Clayton Bank & Trust Company in the sum of $4190.00. That said debtor is the owner of 67½ acres of real estate in Liberty Township on which there is a mortgage lien of approximately $70.00 an acre. That this is all the property which the debtor has except a small amount of personal property, and the debtor is unable to pay his obligation to the Clayton Bank & Trust Company and this receiver.

That by agreement with said debtor this receiver can collect, in full satisfaction of the debt due the Clayton Bank & Trust Company, the sum of $400.00 and, in the opinion of this receiver, it is to the best interest of his trust that said composition of said debt be made.

WHEREFORE, your receiver prays the court for authority to accept the sum of $400.00 in full of the obligation of Charles W. Thompson to the Clayton Bank & Trust Company.

Clement E. Kelley

Subscribed and sworn to before me this 7th day of November, 1934.

(SEAL)
My Commission expires: January 15th, 1935. Edgar M. Blessing
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: "11/7/34 Examined & approved. Settlement for $400.00 authorized. A. J. Stevenson, Judge."

Wednesday, November 7th, 1934, and the 3rd day of the November Term, 1934.

STATE OF INDIANA, EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER. )
VS ) # 13810 ORDER ON PETITION TO COMPROMISE AND SETTLE
CLAYTON BANK AND TRUST CO. ) DEBT OF RALPH W. EDMONDSON

Comes now the receiver of the Clayton Bank and Trust Company, by counsel, and files petition to compromise and settle debt of Ralph W. Edmondson, which petition is in the words and figures following, to-wit:

STATE OF INDIANA )
HENDRICKS COUNTY ) SS: HENDRICKS CIRCUIT COURT
NOVEMBER TERM, 1 9 3 4

STATE EX REL LUTHER SYMONS
VS
CLAYTON BANK & TRUST COMPANY

PETITION TO COMPROMISE AND SETTLE DEBT
OF RALPH W. EDMONDSON

Comes now the undersigned receiver and respectfully shows to the court that Ralph W. Edmondson is indebted to the Clayton Bank & Trust Company and its receiver in the sum of $2300.00. That the said Ralph W. Edmondson is the owner of 160 acres of land in Liberty Township on which there is a mortgage lien of approximately $60.00 per acre. That the said Ralph W. Edmondson has no other property except a small amount of personal property, subject to execution and that he is wholly unable to pay the obligation due the Clayton Bank & Trust Company.

That by agreement with the debtor this receiver can settle and compromise the indebtedness due the Clayton Bank & Trust Company and this receiver in the sum of $500.00 and that, in the opinion of this receiver, it is to the best interest of his trust that said composition be made.

WHEREFORE, he prays the court for authority to settle and discharge the indebtedness due from the said Ralph W. Edmondson to the Clayton Bank & Trust Company and this receiver in the sum of $500.00.

Clement E. Kelley

Subscribed and sworn to before me this 7th day of November, 1934.

(SEAL)
My Commission expires: January 15th, 1935. Edgar M. Blessing
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, which is as follows: "11/7/34 Examined & approved. Compromise authorized & settlement of $500.00 approved. 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, November 8th, 1934, and the 4th day of the November Term, 1934.

Thursday Morning, November 8th, 1934.

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

ENOCH HAYNES, ET AL. )
VS ) # 14265
RAYMOND T. HAYNES )

Comes now the above named, John W. Trotter, herein, and presents his commissioner's bond to sell real estate conditioned as by law required, 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 John W. Trotter now qualifies as such commissioner.

And now said commissioner files the following verified petition (insert) asking a re-appraisement of the real estate in this proceeding sought to be sold, and the Court having examined said petition and being sufficiently advised finds, that the averments therein are true and that in the interests of the parties to the said petition proceeding, said real estate should be re-appraised and for the purpose of making such appraisement now appoints, J. Alvin Newman and Jehu N. Hadley two reputable and disinterested householders of the neighborhood where said real estate is situated, who before proceeding to discharge their duties shall take and subscribe an oath to honestly appraise said real estate at its fair cash value and upon said re-appraisement being so made and filed the same shall take the place of the original appraisement and said commissioner should proceed to the sale of said real estate under the former order of this court.

ANN ROSENTHAL )
VS ) # 14374 Judgt. vs Deft. for Costs.
JACOB ROSENTHAL ) J. D. 16, Page 262.

Come now the parties, in person and by counsel, and this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard all of the evidence in this cause, finds for the plaintiff and that the allegations of her complaint are true and that the said plaintiff is entitled to a divorce from the defendant on the grounds therein stated.

The Court further finds that the plaintiff is entitled to have her maiden name of Ann Simon restored.

It is, therefore, now 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 plaintiff, Ann Rosenthal, is granted an absolute divorce from the defendant, Jacob Rosenthal.

It is further adjudged that the maiden name of Ann Simon be and the same is hereby restored to the plaintiff.

It is further adjudged and decreed by the Court that the defendant, Jacob Rosenthal, pay the costs of this action, taxed at _____dollars and _____ cents.

Thursday, November 8th, 1934, and the 4th day of the November Term, 1934.

IN THE MATTER OF THE RECEIVERSHP )
OF THE FARMERS BANK OF HAZELWOOD,)
INDIANA. )

Comes now the receiver, herein, and files his 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 and being sufficiently advised in its premises, now approves the same, and said receiver's trust is herein continued.

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



Friday, November 9th, 1934, and the 5th day of the November Term, 1934.

Friday Morning, November 9th, 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, November 10th, 1934.

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

IMPANELLING THE GRAND JURY FOR THE NOVEMBER TERM, 1934.

The Clerk of this Court is ordered to issue venire for the jurors of the Grand Jury, requiring them to report for service in the Hendricks Circuit Court on Tuesday, November 13th, 1934, at 9:00 o'clock A. M.

STATE OF INDIANA )
VS ) # 7511
E. WALDEN )

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 seen and examined said motion and being duly 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 ) # 7514
GORDON 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 seen and examined said motion and being duly 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 ) # 7516
HAROLD STEVENS )

Judgt. vs Deft. for $5.00 each two weeks and costs.
J. D. 16, Page 263.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Harold Stevens, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty.

It is, therefore, ordered and adjudged by the Court that the defendant, Harold Stevens, pay to the Clerk of this Court, for support of his children the sum of $5.00 each two weeks, the first payment to be made on or before November 24th, 1934, and a like sum each two weeks thereafter until further notice.

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



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

A. J. Stevenson, Judge.

Monday Morning, November 12th, 1934.

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

THE NATIONAL REFINING)
COMPANY )
VS ) # 14430
SETH T. HADLEY )

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

HORACE L. BROWN )
VS ) # 14392 Judgt. vs Pltf. for $4.00 per week and costs.
MARGUERITE BROWN ) J. D. 16, Page 263.

Come the parties and the plaintiff dismisses his complaint and files answer to defendant's cross-complaint as follows, to-wit:- (Here Insert).

And this cause, being at issue upon defendant's cross-complaint and the answer of the plaintiff thereto, is submitted to the court for trial, finding and decree. And the court, having heard the evidence and being fully advised in the premises, does find for the defendant upon her cross-complaint, that the allegations thereof are true and that she is entitled to an absolute divorce from the plaintiff upon the allegations thereof; that the cross-complainant is a proper and suitable person to have the care and custody of the minor children named in the cross-complaint, and is entitled to their custody until the further order of the court, provided, however, said children shall not be taken away from the home, and place of residence, of their grandfather, Hugh Brown, except temporarily, without an order of the court; that the cross-complainant is entitled to recover of the plaintiff, Horace L. Brown, her costs and charges, herein laid out and expended.

It is, therefore, considered and adjudged by the court that the bonds of matrimony existing between the cross-complainant and the plaintiff be dissolved and the cross-complainant be, and she is, granted a divorce from the plaintiff herein.

It is further ordered and adjudged by the court that the cross-complainant have the care and custody of the following named minor children, Robert W. Brown and Hugh D. Brown, until the further order of the court, provided, however, it is further ordered by the court that said children shall not be taken away from the home, and place of residence of their grandfather, Hugh Brown, except temporarily, without an order of the court, and that the plaintiff, Horace L. Brown, be, and he is hereby, ordered to pay to the Clerk of this court, for the maintenance and support of said children, the sum and amount of four dollars per week, payable in equal installments of $8.00, the first payment of $8.00 to be made on November 26th. 1934, and a like amount every two weeks thereafter until the further order of the court, said sums to be paid to the grand-father of said children, Hugh Brown, by the Clerk.

It is further ordered and adjudged by the court that the cross-complainant recover of and from the plaintiff, Horace L. Brown, her costs and charges herein



laid out and taxed at $_____, and the plaintiff is ordered to pay all of the costs of this proceedings, taxed at $_____.

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

A. J. Stevenson, Judge.

Tuesday Morning, November 13th, 1934.

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

BOWERSOCK MILLS AND )
POWER COMPANY )
VS ) # 13253
MARTINSVILLE MILLING )
COMPANY )

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 by agreement of said parties, this cause is sent on change of venue to Marion County, Indiana, the costs having been paid.

BARRERE INCORPORATED, )
AND STATE OF INDIANA, )
EX REL BARRERE, INC. )
VS )# 14002
AMERICAN LIABILITY AND )
SURETY COMPANY. )

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 seen and examined said motion and being duly advised in its premises, now sustains the same, 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.

CARRIE A. BEGGS )
VS ) # 14152
ELLIS E. SLUSS, ET AL. )

Comes now the petitioner, John W. Sluss, herein, and it is now ordered by the Court that said John W. Sluss, be, and he is hereby substituted as party plaintiff.

STATE OF INDIANA EX REL )
LUTHER SYMONS )
VS ) # 13810 O R D E R
CLAYTON BANK & TRUST COMPANY )

Comes now the undersigned receiver of the Clayton Bank & Trust Company and files his verified petition herein asking an order approving and confirming the acts of this receiver in accepting a conveyance of certain real estate and for authority to sell and convey said real estate, which petition is in the words and figures as follows, to-wit; (H.I.).

And the court being fully advised in the premises and having heard the evidence now finds that the petition of this receiver should, in all things, be approved and his acts in reference to the matters set forth therein confirmed.



It is, therefore, ordered, adjudged and decreed by the court that the acts and conduct of the said Clement E. Kelley, as receiver of the Clayton Bank & Trust Company, in accepting conveyances from the Warren Realty Company for Lots 49, 50 and 90 in Warren Park, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 17 at page 119 thereof in the office of the Recorder of Marion County, Indiana, be, and the same is, hereby fully approved and confirmed by the court.

It is further ordered and adjudged by the court that the acceptance by said receiver of the assignment of a condititional sales contract executed by the Warren Realty Company for said above described Lot 49 to Alvin J. and Lillian McIntosh be, and the same is, hereby approved and confirmed.

It is further ordered, adjudged and decreed by the court that the execution by said receiver of the conditional sales contract to Orville Rynerson in the sum of $250.00 for the sale of said above described Lot 50 and the execution by this receiver of a condititonal sales contract for the sale of the above described Lot 90 to Louise Robbins in the sum of $350.00 be, and the same are, hereby approved and confirmed.

It is further ordered, adjudged and decreed by the court that this receiver be, and he is, hereby authorized to execute his deed of conveyance, to be approved by this court, to Alvin J. and Lillian McIntosh for said above described Lot 49 and deliver the same to the purchasers thereof upon the payment to him of the purchase price of $365.00, or deliver the same in escrow to be delivered to the purchasers on the receipt by this receiver of said sum of $365.00.

It is further ordered, adjudged and decreed by the court that upon payment of the purchase price to this receiver, said receiver is hereby authorized to execute and deliver his deed to the purchasers of said Lots 50 and 90 as above described, or upon receipt of the purchase price of said lots to assign the conditional sales contract of said lots.

It is further ordered, adjudged and decreed by the court that any proceedings arising from the sale of said lots or the conditional sales contract, as hereinbefore set out, shall be applied as a credit or credits upon the note or notes of the Warren Realty Company now held by this receiver.

And now this receiver brings into court his deed for said above described Lot 49 to Alvin J. and Lillian McIntosh and asks the court to approve the same and to endorse his approval thereon, which deed is now approved by the court by endorsing thereon "Approved in open court this 13th day of November, 1934. A. J. Stevenson, Judge of Hendricks Circuit Court." And said receiver is authorized to deliver said deed pursuant to the terms of this order.

MORRIS GAITHER )
VS ) # 14195
CITY OF INDIANAPOLIS )

Come now the parties, by counsel, and the Court having seen and examined the demurrer to complaint, heretofore filed, and being duly advised in its premises, now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts.

NOAH HOUNCHINS )
VS ) # 14447
CITY OF INDIANAPOLIS )

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

OTIS E. GULLEY )
VS ) # 14452
ENOCH HAYNES )

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.

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 14th, 1934.

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

MATTHEW E. MERRITT )
VS ) # 12984
THOMAS S. MERRITT )

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.

MARY MARGARET RYAN )
VS ) # 14227
RUTH ALEXANDER, ET AL.)

Come now the parties, by counsel, and the Court being duly advised, now finds that the answer heretofore noted as filed in this cause, was in truth and in fact a motion to make more specific. And the Court having seen and examined said motion to make more specific and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendants duly object and except.

MATTIE VAUGHT )
VS ) # 14399
A. EMMETT BLY, ET AL. )

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

FRED WELCH )
VS ) # 14427
RICHARD GENTRY )

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

BEATRICE RIGGEN )
VS ) # 14441
CLEO RIGGEN )

Come now again the parties, by counsel, and the Court being duly advised, it is now ordered that the defendant, Cleo Riggen, pay to the plaintiff, Beatrice Riggen, for the support of their minor children, the sum of $7.00 per week until further order of the Court, said first payment to be made on or before Saturday, November 17th, 1934, and a like sum each week thereafter until further order of the Court.

Wednesday, November 14th, 1934, and the 9th day of the November Term, 1934.

JENNIE M. NEWMAN )
VS ) # 14393 Judgt. vs Deft. for Costs.
JOEL E. NEWMAN ) J. D. 16, Page 263

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

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

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

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between Jennie M. Newman and Joel E. Newman 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, Joel E. Newman, pay and satisfy 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, November 15th, 1934, and the 10th day of the November Term, 1934.

Thursday Morning, November 15th, 1934.

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

BEATRICE RIGGEN )
VS ) # 14441
CLEO RIGGEN )

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

MARCELLA STANFIELD, ETC.)
VS ) # 14420
CLAUDE W. GLADDEN )

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

SIDWAY S. CLEMENT )
VS ) # 14419
CLAUDE W. GLADDEN )

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

HOWARD McCORMICK, ET AL. )
VS ) # 14383
FREEDA BELL ROBINSON ETAL)

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

LANA W. CLEMENT )
VS ) # 14361
CLAUDE W. GLADDEN )

Comes now the defendant, by counsel, and asks permission to withdraw answer. And the Court being duly advised, now grants said permission, and the defendant now files motion to make complaint more specific, which motion is in the words and figures following, to-wit: (H.I.).

JOHN O. SPAHR )
VS ) # 12017 Judgt. vs Deft. for Costs.
GENEVA BATES MYERS ) J. D. 16 Page 263.

Come now the parties, in person and by counsel, and now by agreement of said parties in open Court, 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, Geneva Bates Myers, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

John W. Hornaday, Special Judge.

STATE OF INDIANA EX REL )
BLACK WIRE ROPE COMPANY )
VS ) No. 14176 Judgt. vs Defts. for $ 275.00 and costs.
FOULKES CONTRACTING COMPANY,) ENTRY. J. D. 16, Page 263.
ET AL. )

Come now the parties by counsel and this case having been set for trial is now submitted to the Court for trial without the intervention of a jury and evidence is heard, and the Court being duly advised in the premises does now find that the plaintiff is entitled to recover of and from the defendants on its complaint and the bond sued on, the sum of Two Hundred Seventy-five Dollars ($275.00) and costs.

It is therefore Adjudged that the plaintiff have and recover of and from the defendants, Foulkes Contracting Company and Fidelity & Deposit Company of Maryland, the sum of Two Hundred Seventy-five Dollars ($275.00) together with the costs laid out and expended and taxed in the sum of $_____.

WILLIAM YAEGER, ETC.)
VS ) # 14355 Judgt. vs Deft. for $101.67. and Costs.
GEORGE ROBERTSON ) J. D. 16, Page 264.

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 account sued upon the sum of $101.67, and that the plaintiff is entitled to a personal judgment against the defendant, George Robertson, 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, George Robertson, the sum of $101.67, together with the costs for this action, taxed at _____dollars and _____cents.

JOHN W. SLUSS )
VS ) # 14152 ENTRY. Judgt. vs Deft., Ellis E. Sluss for $5500.00 and costs.
ELLIS E. SLUSS, ET AL. ) J. D. 16, Page 264.

Comes now the plaintiff John W. Sluss, by his counsel and the defendants Ellis E. Sluss, Annie E. Sluss by their counsel, and the other defendants are all three times audibly called but come not and herein wholly make default, and it appearing to the court by the summons heretofore issued that all the defendants mentioned in the complaint have been duly served with notice of the pendency of this action more than 10 days prior to this date and this cause is now submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

And the court having heard the evidence and being duly advised





in the premises finds for the plaintiff John W. Sluss upon his complaint, that the allegations are true and that the prayer therein contained should be granted. And the court further finds that there is due and owing said plaintiff John W. Sluss from the defendant Ellis E. Sluss on the notes sued upon in his complaint the sum of $5300.00 and costs and the further sum of $200.00 as a fee for plaintiff's attorney. That the claim of said plaintiff is prior, senior and superior to any and all claims of any and all defendants herein. The court further finds that said sum is secured by mortgage which is sought to be foreclosed in plaintiff's complaint herein and that the mortgage was duly recorded in the office of the recorder of Morgan County, Indiana on the 6th day of March 1922. That said real estate mortgage was by mutual mistake misdescribed and thatthe plaintiff is entitled to have the description corrected as set out in the complaint; that said plaintiff is entitled to have his mortgage foreclosed against all the defendants herein in the sum of $5500.00 and all costs laid out and expended in this cause in the sum of _____dollars and _____cents.

It is therefore ordered, adjudged and decreed by the court that the plaintiff have and recover from the defendant, Ellis E. Sluss, the sum of $5500.00 and his costs in this action taxed at _____Dollars and _____Cents and that the equity of redemption of said defendants or any or either of them in and to said real estate described in plaintiff's complaint herein, lying and being in said county of Morgan, State of Indiana and described as follows, to-wit:-

The south west quarter of the south west quarter of section 27, township 12, North, range 1 east except 6.76 acres more or less described as follows:- beginning at the north west corner of the south half of the south west quarter of said section 27, township and range aforesaid running thence east 4.95 chains; thence south 13 degrees east (true meridian) 2.56 chains; thence south 26 1/4 degrees east (true meridian) 4.29 chains; thence south 9 degrees west (true meridian) 1.08 chains thence south 74 1/2 degrees west (true meridian) 2.57 chains; thence south 41 degrees west 8.04 chains to the west line of said half quarter; Thence north with said west line 14/60 chains to the place of beginning. Containing 33.24 acres more or less.

Also the following described real estate in said Morgan county state of Indiana, to-wit:-

A part of the north west quarter of the north west quarter of section 34, township 12, North, range 1 east and described as follows: Beginning at a point 4.40 chains north of the south west corner of said quarter quarter section and running thence north 15.86 chains; thence to a stone at the north west corner of said section 34; thence with thre section line between section 27 and 34,20.20 chains to a stake at the north east corner of said tract; thence south 15.53 chains to a state; thence south 89 degrees and 27 minutes west 20.17 chains to the place of beginning, containing 31.63 acres more or less.

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

The proceeds of said sale to be applied as follows; First to the payment of the costs and accruing costs of this action; Second. to the payment of the amount found due the plaintiff, John W. Sluss on the claim sued on in the complaint herein being the amount of the judgment hereinbefore rendered thereon together with interest from the date thereof.

The overplus, if any there be remaining after the payment of the costs and accruing costs and the foregoing judgment and interest, to be paid by the sheriff to the clerk of this court for the use of the party lawfully entitled thereto and authorized to receive the same.

In the event the mortgaged premises fail to sell for a sufficient sum to pay and satisfy said judgment and costs of the said plaintiff, John W. Sluss, the residue of the judgment so remaining unpaid shall be made out of and levied

upon the goods and chattels, lands and tenements of the defendant Ellis E. Sluss and subject to execution and sale thereof without relief from valuation or appraisement laws. All of which is finally ordered, adjudged and decreed by the Court.

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

A. J. Stevenson, Judge.





Friday Morning, November 16th, 1934.

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

BURR HINTON, ADMINISTRATOR )
VS ) # 13244
MASON BRYANT )
WILLIAM JEAN BRYANT )

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

Fred C. Gause, Special Judge.

MATTIE VAUGHT )
VS ) # 14399
A. EMMETT BLY, ET AL. )

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

BEATRICE RIGGEN )
VS ) # 14441
CLEO RIGGEN )

Comes now the defendant, in his own proper person, and it is now ordered by the Court that the defendant pay the plaintiff, Beatrice Riggen, the sum of $50.00 for the support of the plaintiff, which amount is now paid.

And the defendant, Cleo Riggen, is now restrained from seeing either the plaintiff and children until further order of the Court.

HOMER C. ALSPAUGH )
VS ) # 14401 Judgt. vs Pltf. for Costs.
DOROTHY M. ALSPAUGH ) J. D. 16, Page 264.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by proof of non-resident notice filed, which proof of non-resident notice is in the words and figures following, to-wit: (H.I.), that the defendant has been duly notified as by law required 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.

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between Homer C. Alspaugh and Dorothy M. Alspaugh 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, Home C. Alspaugh, pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA, )
Plaintiff, )
vs. ) NO. 14221. Judgt. vs Defts. for $4000.41 and
OSCAR I. NOLAND, ) D E C R E E. costs.
MARY E. NOLAND, ) J. D. 16, Page 265.
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, 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 Oscar I. Noland & Mary E. Noland, to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 17th day of March, 1934, being the 12th 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 5th 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 5th day of March, 1934. Was served as commanded by reading to and in the presence and hearing of the within named, Oscar I Noland & Mary E Noland
Done this 5th day of March, 1934.

Lewis L. Pounds, Sheriff.

That the defendants Oscar I. Noland and Mary E. Noland, 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, Oscar I. Noland and Mary E. Noland, 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 complaint and default of the named defendants, the same is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

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





The court further specifically finds that there is due to the plaintiff from the defendant, Oscar I. Noland, the following sum, towit:

| | |
|---|---|
| Balance of principal | $ 3000.00 |
| Interest accrued on March 15, 1932 | 35.46 |
| Interest at 8% from March 15, 1932 to May 26, 1934 | 647.82 |
| 1st Instal. 1933 taxes advanced by plaintiff on May 4, 1934 | 26.84 |
| Interest at 8% to May 26, 1934 | 1.00 |
| Insurance premium advanced by plaintiff on January 19, 1932 | 4.00 |
| Ins. premium advanced by plaintiff on Aug. 5, 1932 | 7.80 |
| " " " " " " Feb. 28, 1932 | 4.41 |
| " " " " " " Oct. 20, 1933 | 3.18 |
| " " " " " " Apr. 16, 1934 | 22.00 |
| | $ 3750.41 |

The court further finds that a reasonable fee for the plaintiff's attorney is the sum of $250.00; 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 Oscar I. Noland and Mary E. Noland, as alleged, on March 15, 1920, at which time said Oscar I. Noland was the owner in fee simple of said real estate; that, as alleged, said mortgage was filed for record at 3:00 P.M., on March 23, 1920, and recorded in Mortgage Record 71, page 569, 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 March 15, 1932 in the sum of $35.46, the same was not paid; that thereupon plaintiff on said date, 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 $3,000.00, plus interest accrued on March 15, 1932 in the sum of $35.46, all with interest at eight per cent. from March 15, 1932.

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

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants Oscar I. Noland and Mary E. Noland, the sum of $3750.41, principal, interest and advancements, together with the further sum of $250.00 attorney fees, or a total of $4000.41, 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:

"A part of the west half of the northeast quarter; and a part of the northwest fractional quarter of section 30, township 16 north, range 1 west of the second principal Meridian, bounded as follows, towit: Beginning at a point 4.18 -1/6 chains East of the northwest corner of said section 30; and running thence east on the section line 37.87 chains to the northeast corner of the west half of said northeast quarter; thence south on the east line of said west half of said northeast quarter 17.33 chains; thence south 89 degrees west 26.46 chains to the center of the Danville and North Salem Free Gravel Road; thence northwest in the center of said Road to a point which is south 47 degrees east 5.11 chains from a point 96 links south of the northwest corner of said section 30; thence north 2.20 chains; thence

north 13 degrees east 2.24 chains to the place of beginning, estimated to contain 60.21 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, 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. 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 Gladden be and he is hereby appointed receiver to take charge of the above described real estate, pending sale and during the period of redemption, to rent and cultivate the same, to collect the rents and profits thereupon accrued and accruing and apply the same to the payment of taxes, assessments and insurance premiums and otherwise as the court may direct; and the court now fixes the bond of said receiver in the sum of $500.00.

Comes now Claude 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 or refusing to yield possession.

All of which is ordered, adjudged and decreed.

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

A. J. Stevenson, Judge.





Saturday Morning, November 17th, 1934.

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

HARNEY F. SEMONES, RECEIVER )
VS ) # 14163
CHARLES W. FRAZEE, ET AL. )

Come now the defendants, by counsel, and file amended third paragraph of answer.

THE UNION CENTRAL LIFE )
INSURANCE COMPANY OF )
CINCINNATI, OHIO. )
VS ) # 14449
ARTHUR D. HAMILTON, ET AL. )

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

VERA A. CRAIG )
VS ) # 14450
ROBERT L. CRAIG )
CRAIG BROKERAGE CO. )

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

CLAUDE C. HARSHBARGER )
VS ) # 14363
HAROLD K. BACHELDER ) E N T R Y.
WILLIAM C. BACHELDER )

And the Court being advised in the premises now overrules the joint and several motion for new trial heretofore filed by the defendants herein, to which ruling of the Court each of the defendants at the time, except, and sixty (60) days are hereby granted to prepare and tender all bills of exceptions. The defendants separately and severally pray an appeal to the Appellate Court for the State of Indiana, which is granted on the filing of an appeal bond payable to the plaintiff in the sum of $500.00 with Seaboard Surety Company of New York, N. Y., as surety thereon, who is now approved by the Court, and sixty (60) days are allowed for filing said bond.

CORA RHOADES )
VS ) # 14395 D E C R E E Judgt. vs Deft. for Costs.
COUGE RHOADES ) J. D. 16, Page 265.

Comes now again the plaintiff in the above entitled cause in person and by her counsel, Edgar M. Blessing, and it appearing to the satisfaction of the court by the summons and the return of the sheriff endorsed thereon that the defendant was served with summons for more than 10 days before the 27th day of September, 1934, being the date endorsed on plaintiff's complaint for the return day, said summons and the return

endorsed thereon being in the words and figures as follows, to-wit: (H.I.).

And now the defendant is three times audibly 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 without the intervention of a jury; and the court being duly advised in the premises finds that the plaintiff's allegations are true and that she is entitled to a divorce from the defendant on the grounds of cruel and inhumant treatment and the failure of the defendant to provide; and that said plaintiff should be given an absolute divorce.

The court further finds that the plaintiff is the owner and entitled to the possession of all the household furniture which plaintiff and defendant used while living together.

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

It is further ordered, adjudged and decreed that plaintiff be, and she is, hereby declared the owner of all the household furniture now in her possession, which was used by plaintiff and defendant while living as husband and wife.

It is further ordered, adjudged and decreed that defendant pay the costs of this action taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.



Monday Morning, November 19th, 1934.

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

STATE OF INDIANA )
VS ) # 7517
CARL ALBERT CARTER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named defendant, Carl Albert Carter, in his own proper person, and the said defendant being duly arraigned in open Court, for his plea says that he is not guilty as charged in the affidavit.

And now the Court fixes said defendant's bond in the sum of $1000.00.

NEW YORK LIFE INSURANCE )
COMPANY )
VS ) # 14442
CHARLES E. FREELAND, ET AL. )

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

HELEN M. PARSLEY )
VS ) # 14375
FLOYD PARSLEY )

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.)

SARAH ANDREW )
VS ) # 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

Come now Caldwell, Miller and Causey, herein, and withdraw their appearance for the plaintiff, which withdrawal is as follows, to-wit: (H.I.).

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

HARNEY F. SEMONES, RECEIVER )
VS ) # 14163
CHARLES W. FRAZEE, ET AL. )

Comes now the plaintiff, by counsel, and files demurrer to third paragraph of amended answer, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly 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.

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. Saturday, November 24th, 1934.

MOORESVILLE LODGE #78 )
F & A. M., ET AL. )
VS ) # 14105
MOORESVILLE PUBLIC SERVICE CO.)

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 seen and examined said motion and being duly advised in its premises, now dismisses this cause, 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.

HARNEY F. SEMONES, RECEIVER )
OF HUNTER BANK )
VS ) # 14436 Judgt. vs Deft. for $4295.69 and costs.
FRENCH E. TRUCKSESS ) J. D. 16, Page 265.

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 comesnot and herein wholly makes default.

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant on the note sued upon in the first paragraph of complaint, in principal and interest the sum of $1559.44, and the further sum of $75.00 as attorneys' fees, and that the plaintiff is entitled to a judgment against the defendant, French E. Trucksess, for a total of said two sums, together with the costs for this action.

And the Court further finds for the plaintiff on the second paragraph of the complaint, and that there is due the plaintiff from the defendant on the note sued upon, in principal and interest the sum of $2,561.25, and the further sum of $100.00 as attorneys' fees, and that the plaintiff is entitled to a personal judgment against the defendant, French E. Trucksess, 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, French E. Trucksess on both paragraphs of complaint, the sum of $4,295.69, together with the costs of this action, taxed at _____dollars and _____cents.



HARNEY F. SEMONES, RECEIVER )
OF HUNTER BANK )
VS ) # 14437 Judgt. vs Defts. for $1210.04 and costs.
DWIGHT H. TRUCKSESS, ET AL. ) J. D. 16, Page 265.

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 on the first paragraph of the complaint, and that there is due the plaintiff from the defendants on the note sued upon, in principal and interest, the sum of $699.33, and the further sum of $50.00 as attorneys' fees, and that the plaintiff is entitled to a judgment against the defendants, Dwight H. Trucksess, Allin Trucksess and French E. Trucksess, for a total of said two sums, together with the costs for this action.

And the Court further finds for the plaintiff on the second paragraph of the complaint, and that there is due the plaintiff from the defendants on the note sued upon in the second paragraph of complaint, in principal and interest, the sum of $186.90, and the further sum of $15.00 as attorneys' fees, and that the plaintiff is entitled to a judgment against the defendants, Dwight H. Trucksess, Allin Trucksess and French E. Trucksess, for a total of said two sums, together with the costs for this action.

And the Court further finds for the plaintiff on the third paragraph of complaint, and that there is due the plaintiff from the defendants on the note sued upon, in principal and interest, the sum of $243.81, and the further sum of $15.00 as attorneys' fees, that the plaintiff is entitled to a judgment against the defendants, Dwight H. Trucksess, Allin Trucksess and French E. Trucksess, 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 defendants, Dwight H. Trucksess, Allin Trucksess and French E. Trucksess, on all three paragraphs of complaint, the sum of $1210.04, 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, November 20th, 1934.

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

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

Come now the parties, by counsel, and the petition for modification of the decree coming on for trial, the Court now hears evidence in part.

And after hearing a part of the evidence, this cause is continued until 9:00 o'clock A. M., Wednesday, November 21st, 1934.

EVA MAE WEST )
VS ) # 14347
HALBERT A. WEST )

Eva Mae West, the above named plaintiff, comes and presents and files in the Hendricks Circuit Court her affidavit and information from which it appears to the court that the defendant, Halbert A. West, was ordered by said court to pay into the hands of the Clerk of the Hendricks Circuit Court the sum of $10.00 on October 29th, 1934, and a like sum every two weeks thereafter for the use of the plaintiff, Eva Mae West, for the support of the three children belonging to the said Eva Mae West and the said Halbert A. West.

That said Halbert A. West has not complied with said order of this court and has not paid any amount into the hands of the Clerk for the support of said children.

It is therefore ordered by the court that said Halbert A. West be and appear in this court on the 24th day of November, 1934, at the hour of 9:00 o'clock A. M. to show cause, if any, why he should not be attached and punished as for contempt.

Witness my hand this 20th day of November, 1934.

A. J. Stevenson,
Judge of the Hendricks Circuit Court.

IN THE MATTER OF THE PETITION OF )
GEORGE A. NASH, ET AL, FOR REPAIR- )
ING, STRAIGHTENING, BUILDING TILE ) # 14456
AND COVERING THE CHRISTOPHER )
TRUCKSESS DITCH IN LINCOLN TOWNSHIP. )

Come now the petitioners, by counsel, and make proof of notice to all parties. And the Court being duly advised, this cause is now ordered docketed as an action pending in this court.

THE UNION CENTRAL LIFE INSURANCE )
CO. OF CINCINNATI, OHIO. )
vs ) # 14449
ARTHUR D. HAMILTON, AND OTHERS. )

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

And now the Ohio Fuel Gas Company withdraws its answer



from the files.

| | | |
|---|---|---|
| THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO. VS ARTHUR D. HAMILTON AND CLOVIA HAMILTON, HIS WIFE; RAY J. WARRICK AND EWELL WARRICK, HIS WIFE; SARAH H. WARRICK, UNMARRIED; THE INDIANA GAS TRANSMISSION CORPORATION. | #14449 | Judgt. vs Defts., Arthur D. Hamilton and Clovia Hamilton for $1456.09 and Costs. J. D. 16, Page 266. |

Comes the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, by its counsel, and produces and exhibits to the court the summons issued to the sheriff of Hendricks County, Indiana, for defendants, Arthur D. Hamilton and Clovia Hamilton, 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 duly served with process and notice of the filing and pendency of this action more than ten days before the 10th day of November, 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).

Plaintiff also produces and exhibits to the court the summons issued to the Sheriff of Marion County, Indiana, for defendants, Ray J. Warrick and Ewell Warrick, his wife; and Sarah H. Warrick, unmarried, and from which summons and the return of said Sheriff indorsed thereon the court finds that said defendants were each duly served with process and notice of the filing and pendency of this action for more than ten days before the 19th day of November, 1934, the day fixed by the plaintiff in its written request to the Clerk of this court 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, Arthur D. Hamilton and Clovia Hamilton, his wife; Ray J. Warrick and Ewell Warrick, his wife; and Sarah H. Warrick, unmarried, each 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 defendant, The Indiana Gas Transmission Corporation, appears by its counsel and files answer and cross-complaint as follows, to-wit:-(Here Insert).

And now the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, files answer to the cross-complaint of defendant, The Indiana Gas Transmission Corporation, as follows, to-wit:-(Here Insert).

And this cause, being at issue, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury. And the court, having heard the evidence and being fully advised in the premises, says and finds:-

That the complaint in this cause was filed in the office of the Clerk of the Hendricks Circuit Court on October 29th, 1934, and by indorsement thereon the Clerk was directed to issue summons upon said complaint to the Sheriff of Hendricks County, Indiana, for defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, and make said summons returnable on the 10th day of November, 1934,

the same being the 6th judicial day of the November Term, 1934, of the Hendricks Circuit Court, which summons was duly served, as commanded, as heretofore found by the court.

The court further finds that on the 2nd day of December, 1929, defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, became indebted to the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, in the sum of $1000.00, and, as evidence of such indebtedness, on said date, made and delivered to the said plaintiff their certain promissory note for the sum and amount of $1000.00, payable on the first day of December, 1939; that the interest on said principal note was provided for by the execution by said defendants of ten interest notes, each for the sum and amount of $60.00 and falling due as follows: One on December 1st, 1930, and one each of the remaining interest notes on the same day of each and every year thereafter until, and including, December the 1st, 1939; that to secure the payment of said principal note, and said interest notes, as and when the same should severally become due and payable, said defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, made and delivered to the plaintiff herein their certain mortgage on the following real estate in Hendricks County, Indiana, to-wit:-

The West half of the South East quarter of the South-West Quarter of Section 5, Township 16 North of Range 1 West, containing 20 acres, except a strip one rod in width off of and across the east side thereof;

Also, a part of the North East quarter of said South West quarter of said Section 5, Township 16 North of Range 1 West, bounded as follows, to-wit:-Beginning at the North West corner of said North East quarter of the South West quarter of said Section 5; and running thence South on the West line thereof 80.74 rods to the South West corner thereof; thence East on the South line thereof 44 rods; thence North with Section bearing 80.60 rods to the North line of said quarter Section; thence West with said line 44.08 rods to the place of beginning, estimated to contain 22.20 acres, more or less, and in both of the above described tracts 42.20 acres, more or less.

That said mortgage was dated December 2nd, 1929, acknowledged by the mortgagors on December 12th, 1929, filed for record in the Recorder's Office of Hendricks County, Indiana, at 11:50 o'clock A. M. on December 18th, 1929, and recorded in Book 89 of Mortgages, at pages 77 and 78 of the records of said office.

The court further finds that the interest notes falling due on December 1st, 1930 and on December 1st, 1931, were paid but the interest notes falling due on December 1st, 1932, and on December 1st, 1933, are each unpaid; that each of said interest notes draws interest at the rate of eight per centum per annum after maturity until paid and 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 29th day of October, 1934, the entire debt secured by said mortgage and unpaid due; that said principal note, in the sum and amount of $1000.00 draws interest as follows: From December 1st, 1933, to October 29th, 1934, at six per centum per annum, and from and after October 29th, 1934, to November 20th, 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 its complaint, that the material allegations thereof are true, and that there is now due the plaintiff, and unpaid, upon its complaint the following sums and amounts, to-wit:

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|---|---|
| Principal note and debt, principal and interest, | $1063.06; |
| Interest note due December 1st, 1932, principal & interest, | $ 69.45; |
| Interest note due December 1st, 1933, principal & interest, | $ 64.65; |
| Amount advanced for taxes, principal and interest | $ 113.42; |
| Amount advanced for insurance, principal and interest, | $ 13.01; |
| Amount advanced for abstract, | $ 7.50; |

that plaintiff was obliged to employ an attorney to enforce the collection of said note and mortgage, and that the note, and mortgage, provide for the payment of a reasonable attorney's fee in case it became necessary to foreclose said mortgage, and that a reasonable fee for plaintiff's attorney is $125.00; that each and all of said sums aforesaid found due the plaintiff are secured by the mortgage south to be foreclosed in this proceedings, and that the plaintiff is entitled to recover a judgment against defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, and against each of them severally, for a total of said several amounts, in, to-wit:-the sum of $1456.09; and the costs of this action, and accruing costs, all without relief from valuation or appraisement laws.



The court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described herein 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 said sale.

The court further finds that defendants, Ray J. Warrick and Sarah H. Warrick, have and hold a mortgage upon the real estate described in plaintiff's said mortgage to secure an obligation of defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, for the sum and amount of $500.00, said mortgage appearing of record in Book 89, pages 86, 87 and 88 of the records of the Recorder's Office of Hendricks County, Indiana, which said mortgage is a lien thereon but junior and inferior to the lien of plaintiff's said mortgage.

The court further finds that defendant, The Indiana Gas Transmission Corporation, has and holds a valid lease upon the real estate covered by plaintiff's said mortgage for a pipe line and that said sale made of said premises should be made subject to said lease and the rights of said defendant therein.

The court further finds for the plaintiff upon its complaint, that the allegations thereof that defendant, Authur D. Hamilton, is committing waste upon the real estate in plaintiff's mortgage described by cutting down and hauling away growing timber thereon and his threats to continue such acts are true, as therein alleged; that said acts, and threatened acts, on the part of said defendant has and will, if continued, render plaintiff's security insufficient to pay and satisfy its claim and debt and said defendant should be restrained and enjoined from further such acts.

It is, therefore, considered and adjudged by the court that the plaintiff recover of and from the defendants, Arthur D. Hamilton and Clovia Hamilton, his wife, the sum of $1456.09, of which amount the sum of $125.00 thereof is for plaintiff's attorney's fees, together with the costs of this action, taxed at $_____, and accruing costs, all without relief from valuation or appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition, November 20th, 1934.

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 defendants, Arthur D. Hamilton and Clovia Hamilton, his wife; Ray J. Warrick and Ewell Warrick, his wife, and Sarah H. Warrick, and that the equtiy of redemption of said defendants, and of all persons claiming by, under or through them, or any one of them, in and to the real estate described in the complaint, and heretofore set out and fully described in the findings of the court herein, be and the same is forever barred and foreclosed, and that said described real estate, and all of the right, title, interest and claims of said defendants, and of all persons claiming from, under or through them, or any one of them, in and to the same, or so much thereof as may be necessary for that purpose, shall be

sold by the Sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale thereof to be without any relief from valuation or appraisement laws, and free from all claims of defendants, Arthur D. Hamilton and Clovia Hamilton, his wife; Ray J. Warrick and Ewell Warrick, his wife, and Sarah H. Warrick, or any one of them, and of all persons claiming by, under or through them, or any one of them, except their respective statutory right of redemption.

It is further ordered by the court that the sale of said Real Estate, shall be made in all respects subject to the terms and conditions of the Lease of defendant, The Indiana Gas Transmission Corporation, to construct and maintain a pipe line over and upon said real estate.

It is further ordered by the court that the proceeds arising from the sale of said real estate 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 its complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the 20th day of November, 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, Arthur D. Hamilton and Clovia Hamilton, his wife, or from the goods and chattels, lands and tenements of any one of them, subject to execution, the sale thereof to be made without any relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed by the court that defendant, Arthur D. Hamilton, be, and he is restrained and enjoined from further acts of waste upon the Real Estate described in plaintiff's mortgage, particularily from cutting down, or injuring, the growing timber thereon, until the further order of the court.

And now the plaintiff, in support of the injunction herein granted, tenders its undertaking, which undertaking is now approved by the court and its approval endorsed thereon. Said undertaking, together with the court's approval thereon, is as follows, to-wit:- (Here Insert).

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 the Sheriff of this county to serve and execute the same.

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 served upon defendant, Aruthur D. Hamilton, by the Sheriff of Hendricks County, Indiana, by reading to and within the hearing of said defendant and then delivering the same unto him.

And further proceedings herein are continued.

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

A. J. Stevenson, Judge.





Wednesday Morning, November 21st, 1934.

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

STATE OF INDIANA )
VS ) # 7521
WILL LONG )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the defendant, Will Long, to the Sheriff of Hendricks County, Indiana.

STATE OF INDIANA )
VS ) # 7522
ANNA DEEVER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the defendant, Anna Deever, to the Sheriff of Hendricks County, Indiana.

STATE OF INDIANA )
VS ) # 7523
CORA STEWART )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the defendant, Cora Stewart, to the Sheriff of Hendricks County, Indiana.

NEW YORK LIFE INSURANCE )
COMPANY )
VS ) # 14442
CHARLES E. FREELAND, ET AL. )

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

JOHN A. ROBERTS )
VS ) # 14385
GLENN DURHAM )
WALTER C. SHELTON, ETC. )

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

CLARA ROBERTS )
VS ) # 14386
GLENN DURHAM )
WALTER C. SHELTON )

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

EUGENE C. SHREVES )
VS ) # 13774 Judgt. vs Pltf. for Costs.
WILLIAM R. NEUKON, ) J. D. 16, Page 266.
GUARDIAN, ETC., ET AL.)

It appearing to the Court that this cause has been set for trial and the plaintiff failed to appear, the same is now dismissed at the cost of the plaintiff, for want of prosecution.

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, Eugene C. Shreves, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

GRAND JURY DISCHARGED.

Comes now the Grand Jury into open Court and it appearing to the Court that they have fully and finally discharged the duties and obligations resting upon them, and that there is no further business to be brought to their attention, it is now ordered that said Grand Jury be and the same is hereby discharged from further duty.

DAVIE B. BLUNK )
VS ) # 14097 Judgt. vs Deft. for Costs.
BESSIE V. BLUNK ) J. D. 16, Page 266.

Come now again the parties, by counsel, and the taking of evidence is continued and concluded, and at the close of the evidence, the Court finds against the petitioner, Davie B. Blunk, on his petition to modify the decree, all at the cost of the petitioner, Davie B. Blunk.

It is, therefore, ordered and adjudged by the Court that the decree heretofore entered in this cause be and the same is unmodified and without change, until further order of the Court.

It is further ordered and adjudged by the Court that the petitioner, David B. Blunk, pay the costs of this action, taxed at _____dollars and _____ cents.

METHODIST EPISCOPAL )
HOSPITAL )
VS ) # 14321 Judgt. vs Deft. for Costs.
IVY S. NEWBY ) J. D. 16, Page 267.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the sumons 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 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 should recover its costs of this action.





It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff is entitled to recover the costs of this action from the defendant, Ivy S. Newby, taxed at _____dollars and _____cents.

METHODIST EPISCOPAL )
HOSPITAL )
VS ) # 14412 Judgt. vs Deft. for $907.93 and Costs.
CLAUDE LUCAS ) J. D. 16, Page 267.

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 appears and answer said complaint, and said defendant is three times audibly called in open court but come not and herein wholly makes default.

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant on the account sued upon the sum of $907.93, and that the plaintiff is entitled to a judgment against the defendant, Claude Lucas, 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, Claude Lucas, the sum of $907.93, together with the costs for this action, taxed at seven dollars and ten cents.

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

A. J. Stevenson, Clerk.

Thursday Morning, November 22nd, 1934.

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

FAE W. PATRICK, REC., ETC. )
VS ) # 14354
GEORGE O. HUTSELL, CLERK, ETC. )

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

And now this cause is continued at the cost of the defendant.

VERA A. CRAIG )
VS ) # 14450
ROBERT L. CRAIG )
CRAIG BROKERAGE CO. )

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

STATE OF INDIANA )
VS ) # 7521 Judgt. vs Deft. for $100.00 and Costs.
WILL LONG ) J. D. 16, Page 267.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Will Long, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty, as charged in the inditment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Will Long, for the offense by him committed be, and he is fined in the sum of $100.00, and that he be, and he is imprisoned in the State Penal Farm for a period of six months.

It is, further ordered and adjudged by the Court, that the said defendant, Will Long, pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA )
VS ) # 7522 Judgt. vs Deft. for $1.00 and Costs.
ANNA DEEVER ) J. D. 16, Page 267.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Anna Deever, in her own proper person, who being duly arraigned in open Court for her plea says that she is guilty, as charged in the inditment.

It is, therefore, adjudged and decreed by the Court that the defendant, Anna Deever, for the offense by her committed be, and she is fined in the sum of $1.00, and that she be, and she is committed to Jail for thirty days.

It is, furtner adjudged and decreed by the Court that the said defendant, Anna Deever, pay the costs of this action, taxed at _____dollars and _____cents.



Thursday, November 22nd, 1934, and the 16th day of the November 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 Morning, November 23rd, 1934.

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

GEORGE MILLER )
VS ) # 14462
SUPERINTENDENT OF THE )
INDIANA BOYS' SCHOOL )

Comes now the petitioner, by counsel, and files petition for writ of Habeas Corpus, 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, December 8th, 1934, and notice ordered.

GEORGE W. McHAFFIE, ET AL.)
VS ) # 14235
LEONA GREER, ET AL. )

Come now the parties, by counsel, and the defendants, Leona Greer, Minnie Belle Masters and Mary E. Shiel file answer, which answer is in the words and figures following, to-wit: (H.I.).

And it appearing to the satisfaction of the Court that other defendants in this cause have been duly notified of the pendency of this action, as required by law, and said defendants are three times audibly called in open Court but come not and herein wholly makes default.

And this case being called for trial, and the parties now present, file thier stipulation of facts constituting the evidence in this case, which stipulation of facts are in the words and figures following, to-wit: (H.I.).

And the Court now takes this cause under advisement.

STATE OF INDIANA )
VS ) # 7518
C. E. Gross )

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 now the Court orders bench warrant issued to the Sheriff of Hendricks County, Indiana, for the defendant.

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 24th, 1934.

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

ENOCH HAYNES, ET AL.)
VS ) # 14265 ORDER APPROVING PARTITION SALE
RAYMOND T. HAYNES )

Come now the parties and comes also John W. Trotter, the commissioner heretofore appointed, and files 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 to Carl Scherb and Eunice Scherb for the sum of Three Thousand Eight Hundred Fifty ($3850.00) Dollars, that being the highest and best bid received and the full appraised value therefor; that said purchasers paid the full purchase price as follows: One Thousand One Hundred Thirty Four ($1134.00) Dollars cash and assume and agree to pay a mortgage in the principal sum of Two Thousand Three Hundred ($2300.00) Dollars, with accumulated interest in the sum of One Hundred Forty Nine ($149.39) Dollars and Thirty Nine Cents to the Prudential Insurance Company of America, and also delinquent taxes in the sum of Two Hundred Thirty One ($231.80) Dollars and Eighty Cents, and delinquent ditch assessments in the sum of $34.80 and the case received by said commissioner is now brought into court. The purchaser herein assume and agree to pay the balance due on the Swain Drain in Middle Township in the name of Elmer D. Haynes and the balance in Center Township in the name of Thomas Gadson in the total sum of Fifty Five ($55.74) Dollars and Seventy Four Cents, and also the taxes upon the said described real estate for the year 1934 due and payable in the year 1935 as the said ditch assessments and taxes become due. 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 the court and delivered to said purchasers. And the court, upon proof heard, now allows said commissioner for his services One Hundred ($100.00) Dollars, and allows Harney F. Semones and Arny M. Watkins for their services as plaintiff's council Seventy Five ($75.00) Dollars and orders the same taxed and paid as part of the costs of this proceeding. The court further orders and directs said commissioner, after payment of all proper cost and allowance, to distribute without delay, the cash proceedings of such sale among the owners according to their respective interests as heretofore found and determined by this court paying the mortgage lien existing in favor of The First National Bank of Danville, Indiana, out of the share that may be due the defendant Enoch Haynes.

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.

STATE OF INDIANA )
VS ) # 7523
CORA STEWART )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in her own proper person, in open Court, and being duly arraigned for her plea says that she is not guilty as charged in the inditment.

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

STATE OF INDIANA )
VS ) # 7524
CHARLES IRVIN )

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 arriagned in open Court, for his plea says that he is not guilty as charged in the affidavit.

And now the Court orders the defendant to report Saturday, December 1st, 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, November 26th, 1934.

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

HAZEL JULIA FINK )
VS ) # 13832
MAHLON E. BEVERLAND )

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

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

JAMES E. BINGHAM, ETC. )
VS ) # 14234 Judgt. vs Deft. for $50.40 and costs.
MAY I. NEAVILLE ) J. D. 16, Page 268.

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 upon the account sued upon the sum of $50.40, and that the plaintiff is entitled to a judgment against the defendant, May I. Neaville, for said amount, 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, May I. Neaville, the sum of $50.40, together with the costs for this action, taxed at _____dollars and _____cents.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Plaintiff, )
VS )CAUSE NO. 14068
PEARLUS E. SMILEY, MILDRED E. SMILEY, ) D E C R E E
HARNEY F. SEMONES, Receiver for Hunter ) Judgt. vs Defts., Pearlus E. Smiley and
Bank, INDIANA GAS TRANSMISSION CORPORA- ) Mildred E. Smiley, for $4871.85 and costs.
TION and EDGAR S. COFFMAN, Defendants. ) J. D. 16, Page 268.

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, to-wit:

SUMMONS--CIRCUIT COURT

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of Miami County, Greeting:

You are hereby commanded to summon Pearlus E. Smiley & Mildred E. Smiley (Converse, Ind.) to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 5th day of October, 1933, being the 28th day of Sept. Term, held in the Court House in Danville, beginning on the first Monday of September, 1933, 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 19th day of September, 1933.

(SEAL) Frank Tucker Clerk

I hereby certify that the above is a true copy of the original Summons.

Geo S. Burke Miami County Sheriff

Came to hand this 19 day of September, 1933. Was served as commanded by reading to and in the presence and hearing of the within named, Pearlus E. Smiley and Mildred E. Smiley Was served as commanded by leaving a true and correct copy at the usual place of residence of the within named, persons.

Done this 22" day of September, 1933.

Geo. S. Burke , Sheriff.

By Miami County .

SUMMONS--CIRCUIT COURT

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of Hendricks County, Greeting:

You are hereby commanded to summon Harney F. Semones, Receiver for Hunter Bank & Indiana Gas Transmission Corporation to appear in the Circuit Court of Hendricks County, before the Judge thereof, on the 5th day of October, 1933, being the 28th day of the Sept. Term, held in the Court House in Danville, beginning on the first Monday of September, 1933, 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 19th day of September, 1933.

(SEAL) Frank Tucker, Clerk

I hereby certify that the above is a true copy of the original Summons.

Sheriff

Came to hand this 19th day of Sept., 1933. Was served as commanded by reading to and in the presence and hearing of the within named, Harney F. Semones.

Done this 19th day of Sept, 1933.

Lewis L. Pounds, Sheriff.

By J. E. Airhart, Deputy.

SUMMONS--CIRCUIT COURT

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of Marion County, Greeting:

You are hereby commanded to summons Indiana Gas Transmission Corporation, (Serve on Joe Daniels in Room 810 Fletcher Trust Bldg.) to appear in the Circuit of Hendricks



County, before the Judge thereof, on the 23rd day of November, 1933, being the 16th day of the November Term, held in the Court House in Danville, beginning on the first Monday of November, 1933, to answer the complaint of The Prudential Insurance Co. 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 10th day of November, 1933

(SEAL) Frank Tucker Clerk

I hereby certify that the above is a true copy of the original Summons.

Sheriff

This writ came to hand NOV 13 1933 19__ and served the within named Indiana Gas Transmission Corporation by reading this writ to, and within the hearing of Joe Daniels Agent of said Corporation and delivering to him a true copy thereof, there being no Officer of said Corporation found within my bailiwick, NOV 13 1933

Charles L. Sumner, Sheriff of Marion County

PER John Brenington DEPUTY

That the defendant Pearlus E. Smiley and Mildred E. Smiley 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 appears and answer. The court now finds that each of said defendants has had due and legal notice of the pendency of this cause and of the time when the court in which it would come on to be heard.

Now on motion of the plaintiff, each of the defendants, Pearlus E. Smiley and Mildred E. Smiley 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 answers heretofore filed herein 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 for should be granted.

The court further specifically finds that there is due the plaintiff from the defendants Pearlus E. Smiley and Mildred E. Smiley, the following sums, to-wit:

| | |
|---|---|
| Balance of principal | $3500.00 |
| Indiana accrued on Oct. 15, 1932 | 96.25 |
| 8% Interest to May 26, 1934 | 604.28 |
| Insurance premium advanced by plaintiff on July 10, 1933 | 60.00 |
| 8% Interest to May 26, 1934 | 6.21 |
| Abstract continuation | 7.50 |
| Taxes advanced by plaintiff on May 4, 1934 | 123.17 |
| Taxes advanced by plaintiff on Feb. 3, 1934 | 89.20 |
| 8% Interest to May 26, 1934 | 5.80 |
| Taxes advanced by plaintiff Nov. 5, 1934 | 29.44 |
| T O T A L | $4521.85 |

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 Pearlus E. Smiley and Mildred E. Smiley, as alleged, on October 15, 1925, at which time said Pearlus E. Smiley and Mildred E. Smiley were the owners in fee simple of said real estate; that, as alleged, said

mortgage was filed for record at 9:45 o'clock A. M. on October 20, 1925, and recorded in Mortgage Record 82, at pages 556-559, 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 on the principal debt and the installment of principal became due on October 15, 1932, the same was not paid; that thereupon plaintiff, on said date, 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 $3500.00, plus interest accrued on October, 1932, in the sum of $96.25, all with interest at 8 per cent. from October 15, 1932;

The court further finds that on June 21, 1933, Pearlus E. Smiley and his wife conveyed the real estate hereinafter described to Edgar S. Coffman who had his deed recorded on October 5th, 1933, after this suit was commenced.

That said Edgar S. Coffman was made a defendant hereto on his intervening petition, and the court finds that his title to said real estate is subject to plaintiff's mortgage thereon.

The court further finds that plaintiff's mortgage is a first and prior lien as against the claim of the Indiana Gas Transmission Corporation and the claim of Harney Semones as Receiver of the Hunter Bank of Brownsburg, Indiana.

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

It is ordered, adjudged and decreed that the plaintiff have and recover of and from the defendants, Pearlus E. Smiley and Mildred E. Smiley, the sum of $4521.85, principal, interest and advancements, together with the further sum of $350.00, attorney fees, or a total of $4871.85, 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 east half of the southwest quarter of section 27, 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, 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. 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, the mortgage of Harney Semones, Receiver of the Hunter Bank, being the second mortgage and inferior only to the lien of plaintiff.

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 or refusing to yield possession.

All of which is ordered, adjudged and decreed.

| | | |
|---|---|---|
| THE MUTUAL BENEFIT LIFE INSURANCE | ) | |
| COMPANY, A CORPORATION, | ) | |
| VS. | ) | # 14429 Judgt. vs Defts. for $5665.96 and costs. |
| SHERMAN E. FRIEDRICH AND | ) | J. D. 16, Page 268. |
| MANIE F. FRIEDRICH, HIS WIFE; | ) | |
| JAMES W. SPAULDING, UNMARRIED; | ) | |
| JAMES F. SPAULDING, A MINOR; | ) | |
| JAMES W. SPAULDING, GUARDIAN OF | ) | |
| JAMES F. SPAULDING, A MINOR; | ) | |
| GEORGE O. SPAULDING, UNMARRIED; | ) | |
| FLOYD M. SPAULDING. | ) | |

Comes the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, by its counsel, and produces and exhibits to the court the summons issued to the Sheriff of Fulton County, Indiana, for defendants, Sherman E. Friedrich and Manie F. Friedrich, 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 duly served with process and notice of the filing and pendency of this action more than ten days before the 31st day of October, 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 each now severally three times loudly called in open court but come not and herein wholly make default.

And now the plaintiff also produces and exhibits to

the court the summons issued to the Sheriff of Clinton County, Indiana, for defendants, James W. Spaulding, James F. Spaulding, a minor; James W. Spaulding, guardian of James F. Spaulding, a minor; and George O. Spaulding, unmarried, and from which summons and the return of said Sheriff indorsed thereon, the court finds that said defendants were each duly served with process and notice of the filing and pendency of this action for more than ten days before the 31st day of October, 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 now defendants, James W. Spaulding, James W. Spaulding, guardian of James F. Spaulding, a minor; George O. Spaulding and Floyd M. Spaulding, appear by their attorney, Thad S. Adams, and file their joint and several answer to the complaint, as follows, to-wit:-(here Insert).

And now the infancy of defendant, James F. Spaulding, is suggested and the court appoints Thad S. Adams, an attorney of this bar guardian ad litem for said infant defendant, who now appears, accepts said appointment and for and on behalf of said infant defendant files answer as follows, to-wit:-(Here Insert).

And now this cause, being at issue, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury. And the court, having heard the evidence and being fully advised, says and finds:-That the complaint in this cause was filed in the office of the Clerk of this court on the 13th day of October, 1934, and by indorsement thereon the Clerk was directed to issue summonses upon said complaint as follows:-

To the Sheriff of Fulton County, Indiana, for defendants, Sherman E. Friedrich and Manie F. Friedrich, his wife;

To the Sheriff of Clinton County, Indiana, for defendants, James W. Spaulding; James F. Spaudling, a minor; James W. Spaulding, guardian of James F. Spaulding, a minor; and George O. Spaulding;

To the Sheriff of Hendricks County, Indiana, for defendant, Floyd M. Spaulding;

and to make each of said summonses returnable on the 31st day of October, 1934; that pursuant to said indorsement the Clerk issued said summonses, which summonses were each duly served, as commanded.

The court further finds that on the 21st day of January, 1918, defendant, Sherman E. Friedrich, became indebted to the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, in the sum of $5200.00, and, as evidence of such indebtedness, on said date, made and delivered to the said plaintiff his certain promissory note for the sum of $5200.00, payable on the 1st day of March, 1923, with interest thereon at the rate of five per centum per annum, payable semi-annually; that the interest on said principal note was provided for by the execution by said defendant of ten interest notes, each for the sum of $130.00 and falling due as follows: One on September 1st, 1918, and one each of the remaining interest notes on the first days of March and September of each and every year thereafter until and inclusive of March 1st, 1923; that to secure the payment of said principal note and said interest notes, as and when the same should severally become due and payable, defendants, Sherman E. Friedrich and Manie F. Friedrich, his wife, made and delivered to the plaintiff herein their certain mortgage on the following real estate in Hendricks County, Indiana, to-wit:-



The South half of the Southwest quarter of the Northeast quarter; also the North 3/4 of the West half of the Southeast quarter, all in Section 24, Township 17 North, Range 2 West, containing in all 80 acres.

That said mortgage was dated January 21st, 1918, acknowledged by the mortgagors on January 30th, 1918, before a Notary Public in and for Champaign County, State of Illinois, filed for record in the Recorder's Office of Hendricks County, Indiana, at 8:30 o'clock A. M. on February 6th, 1918, and recorded in Book 68 of Mortgages, at page 5 of the Records of said Office.

The court further finds that since the execution of said notes and mortgage to secure the same, the mortgagors, Sherman E. Friedrich and Manie F. Friedrich, his wife, on the 7th day of September, 1918, by their certain warranty deed of that date, conveyed the real estate described in plaintiff's mortgage to one Ethel May Spaulding, then in life but now deceased; that said deed was duly recorded in Deed Record 122 at page 120, of the Records of the Recorder's Office of Hendricks County, Indiana; that the said Ethel May Spaulding died intestate on the 21st day of November, 1918, leaving her surviving, as her sole and only heirs at law, defendants herein, James W. Spaulding, surviving husband, and James F. Spaulding, a minor son.

The court further finds that each and all of said interest notes were paid to the plaintiff, but the principal note and debt, in the sum and amount of $5200.00, was not paid upon the due date thereof, March 1st, 1923; that, in contemplation of not being able to pay said principal note and debt upon the due date thereof, defendants herein James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, requested the plaintiff to extend the timefor the payment of said principal note and debt to the 1st day of March, 1928; that pursuant to said request it was mutually agreed by and between the plaintiff and said defendants, James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, that the time for the payment of said principal note and debt should be extended to the 1st day of March, 1928, and that on the 26th day of February, 1923, the said James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, executed their certain extension agreement, and thereby promised and agreed to pay the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, on March 1st, 1928, the principal sum of $5200.00, with interest thereon at the rate of five per centum 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 notes attached to said extension agreement, each for the sum and amount of $130.00; that each of said interest notes was duly paid but the principal note and debt in the sum of $5200.00 was not paid according to the terms and conditions of said extension agreement on the 1st day of March, 1928, but on the 4th day of March, 1928, the sum of $200.00 was paid upon said principal note and debt, leaving a balance due thereon of $5000.00.

The court further finds that on the 2nd day of April, 1928, it was mutually agreed by and between the plaintiff herein and defendants James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, that the time for the payment of the balance of said principal note and debt should be extended to the 1st day of March, 1932, with interest thereon at five and one-half per centum per annum, payable semi-annually on the 1st days of September and March of each year; that, pursuant to said agreement, the said defendants, James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, on the 2nd day of April, 1928, executed their extension agreement, whereby they promised and agreed to pay the plaintiff, The Mutual Benefit Life Insurance Company, a Corporation, on the 1st day of March, 1932, the balance of said note

and debt in the sum of $5000.00 with interest thereon at the rate of five and one-half per centum per annum, payable semi-annually on the 1st days of September and March of each year, according to the tenor and effect of eight interest notes attached thereto, each calling for the sum and amount of $137.50; that it was further agreed by said extension agreement that the sum of $200.00 should be paid on the principal note and debt on the 1st day of March, 1929, $200.00 on the 1st day of March, 1930, and $200.00 on the 1st day of March, 1931; that the eight interest notes attached to said extension agreement, each for the sum and amount of $137.50, were paid to the plaintiff, according to said extension agreement, and that the sum of $200.00 was paid for and on account of the principal note and debt on the 5th day of September, 1929, and the further sums were paid for and account of the principal note and debt under said extension agreement, as follows:

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|---|---|
| On March 4th, 1930, the sum of | $100.00; |
| On December 15th, 1930, the sum of | $ 60.00; |
| On December 22nd, 1930, the sum of | $ 40.00; |
| On March 9th, 1931, the sum of | $100.00; |

that on December 22nd, 1930, the sum of $1.75 was paid for and on account of accumulated interest; that the balance of the principal note and debt, in the sum of $4500.00, was not paid on the due date, March 1st, 1932, whereupon defendants, James W. Spaulding and James W. Spaulding, guardian of James F. Spaulding, a minor, requested the plaintiff to extend the time for the payment thereof from the 1st day of March, 1932, to the 1st day of September, 1932; that, pursuant to said request, the plaintiff did extend the time of payment of the balance of said principal note and debt to the 1st day of September, 1932, on condition that said defendants pay interest thereon at the rate of five and one-half per centum per annum, in, to-wit:- the sum of $123.75; that defendants did not pay said installment of interest upon the due date thereof, September 1st, 1932, but did make payments thereon as follows:-

| | |
|---|---|
| On January 10th, 1933, the sum of | $ 19.97; |
| On December 29th, 1933, the sum of | $ 35.50; |

leaving unpaid upon the interest due September 1st, 1932, the sum and amount of $68.28, which balance draws interest at the rate of eight per centum per annum from the 1st day of September, 1932, to this date, November 26th, 1934, making a total amount due for unpaid interest of $80.50.

The court further finds for the plaintiff upon its complaint, that the material allegations thereof are true, that the balance of the principal note and debt, in the sum and amount of $4500.00, together with interest thereon at the rate of eight per centum per annum from the 1st day of September, 1932, is due and remains wholly unpaid; that the plaintiff is entitled to recover a total of said amounts in, to-wit:- the sum of $5305.00, principal and interest; that the plaintiff, in order to enforce its mortgage and protect the title to the real estate granted as security, was obliged to advance and pay for abstracting, as follows:-

| | |
|---|---|
| On August 29th, 1934, the sum of | $4.50; |
| On October 9th, 1934, the sum of | $6.00; |

that interest has accumulated on said advancements in the sum of $.15, making a total amount due for sums so advanced for abstracting, and interest thereon, the sum and amount of $10.65;

that the plaintiff was obliged to employ attorneys to enforce the collection of its note and mortgage; that said note and mortgage each provides for an attorney's fee of five per centum, and that a reasonable fee for said attorneys is $269.81; that each and all of said sums aforesaid are secured by plaintiff's said mortgage, sought to be foreclosed in



this proceedings, and that the plaintiff is entitled to recover a judgment in this case for a total of said several amounts, in, to-wit:-the sum of $5665.96, and the costs of this action, and accruing costs, all without relief from valuation or appraisement laws.

The court further finds that defendant, James W. Spaulding, is the sole record owner, in fee-simple, of the real estate described in, and covered by, plaintiff's mortgage; that the title of said defendant in and to said described real estate, however, is junior, inferior and subordinate to the lien of plaintiff's said mortgage thereon; that defendants, James F. Spaulding, a minor; George O. Spaulding, unmarried; and Floyd M. Spaulding, have no interest in and to said real estate, or has any one of said defendants any interest therein.

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 said sale.

It is, therefore, considered and adjudged by the court that the plaintiff have and recover judgment herein for the sum and amount of $5665.96, of which amount the sum of $269.81 thereof is for plaintiff's attorney's fees, together with the costs of this action, taxed $_____, and accruing costs, all without relief from valuation or appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition, November 26th, 1934.

It is further considered and adjudged by the court that defendants, James F. Spaulding, a minor; George O. Spaulding, unmarried; and Floyd M. Spaulding, have no interest whatever in and to the real estate described in the complaint, or has any one of said defendants any interest in said real estate.

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 all of the defendants to this action, and that the equity of redemption of said defendants, or any one of them, and of all persons claiming from, under, by, or through them, or any one 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 the right, title, interest and claims of said defendants, and of all persons claiming from, under, or through them, or any one of them in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale thereof to be without relief from valuation or appraisement laws, and free from all claims of any of the defendants herein, and of all persons claiming by, under, or through them or any one of them, except the statutory right of any one or more of them 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 26th day of November, 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.

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.

SARAH ANDREW )
VS ) # 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

Come now the defendants, by counsel, and each files fifth paragraph of answer, which fifth paragraph of answers are in the words and figures following, to-wit: (H.I.).

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



Tuesday Morning, November 27th, 1934.

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

IMPANELLING THE PETIT JURY FOR THE NOVEMBER 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 in the Hendricks Circuit Court on Wednesday, November 28th, 1934, at 9:00 o'clock A. M.

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

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

Chase Harding, Special Judge.

CASSIE MILLER )
VS ) # 14218
JOSEPH M. MILLER )

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

STATE OF INDIANA )
VS ) # 7402
ELBERT KERNODLE )

It appearing to the Court that the defendant, Elbert Kernodle, has failed and refused to carry out the orders of the Court, heretofore made; it is now ordered by the Court that a warrant be issued for the arrest of the said defendant, Elbert Kernodle, to the Sheriff of Hendricks County, Indiana.

MABLE A. MURPHY )
VS ) # 14403
ALVIN S. MURPHY )

Judgt. vs Deft. for $15.00 per month and costs and $25.00 for Pltf's. atty.
J. D. 16, Page 269.

Comes now the above named plaintiff, Mable A. Murphy in person, and by Otis E. Gulley, her attorney, and it being shown to the court that the said defendant Alvin S. Murphy has been duly served with summons issued by the Clerk of the Hendricks Circuit Court to the Sheriff of Hendricks County and by the return of the Sheriff endorsed thereon, that the said defendant has been duly served with summons by reading the same to him for more than ten days before the same was made returnable, as shown by endorsement on plaintiff complaint, and it being further shown that said summons was served upon said defendant for more than sixty days prior to this date, defendant is now three times loudly called in open court, but comes not, and wholly makes default.

Said cause is now submitted to the court for trial, finding and decree, and the court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff, and that the allegations in her complaint are true. The court further finds that there has been born to plaintiff and defendant two children, Mary Faith Murphy, age three years, and Paul Frederick Murphy, age one year, and that plaintiff is a fit person to have the care and custody of said children, and that plaintiff is entitled to a divorce from said defendant.

It is therefore ordered adjudged and decreed by the court that the plaintiff be, and she is hereby granted a divorce from said defendant and that the bonds of matrimony heretofore existing between plaintiff and defendant are forever annuled and set aside.

It is therefore ordered and adjudged by the court that the plaintiff be and she is hereby granted custody of their two children, Mary Faith Murphy and Paul Frederick Murphy and that the defendant is hereby ordered and required to pay to the Clerk of the Hendricks Circuit Court $15.00 per month for the support of said children, the first payment beginning on the 1st day of December, 1934, and continue on the 1st day of each month thereafter until further order of the court.

It is also ordered by the court that he pay to the Clerk of the Hendricks Circuit Court, $25.00, for plaintiff's attorney within ninety days of this date. All of which is 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.

A. J. Stevenson, Judge.





Wednesday Morning, November 28th, 1934.

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

STATE OF INDIANA, ON THE RELATION )
OF LUTHER F. SYMONS, BANK COMMIS- )
SIONER OF INDIANA. )
VS ) # 13635
HUNTER BANK. )

Comes now Grace Nash, by counsel, and files petition for allowance of claim as preferred, which petition is in the words and figures following, to-wit: (H.I.).

ALEX TONI, ALIAS )
JIM CHARLEY )
VS ) # 14215
KINGAN & COMPANY )

Comes now the defendant, by counsel, and files 1st, 2nd, 3rd, 4th, 5th and 6th paragraphs of answer to 2nd and 3rd paragraphs of amended complaint, which 1st, 2nd, 3rd, 4th, 5th and 6th paragraphs of answer are in the words and figures following, to-wit: (H.I.).

HAZEL JULIA FINK )
VS ) # 13832
MAHLON E. BEVERLAND )

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

This cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Charles Pennington, Ernest Rynerson, Arthur Masten, Benford Bailey, Elmer Hornaday, Arthur Nichols, Wayne Kelley, Warren Swank, Patrick Dugan, John Edwards, Clifford Rodney and Loren Masten, 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.

On motion of the plaintiff, all examinations and depositions on file are ordered published.

And now the parties agree upon a compromise for settlement of this cause and according to terms all signed, and said agreement is now filed, which agreement is in the words and figures following, to-wit:

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

IN THE HENDRICKS CIRCUIT COURT,
NOVEMBER TERM, 1934.

HAZEL JULIA FINK )
VS )
MAHLON E. BEVERLAND )

MEMORANDUM OF SETTLEMENT AND DISPOSITION OF
THE ABOVE ENTITLED CAUSE.

This cause is compromised, settled and dismissed upon the agreement of the parties hereto, upon the following terms this 28th day of November, 1934:

The defendant, Mahlon E. Beverland, is to pay to the plaintiff, Hazel Julia Fink, the sum of $4,000.00, as follows: $1,000.00 in cash on November 30th, 1934; the remaining sum of $3,000.00 on December 6th, 1934, in full settlement of this cause of action and in full acquittance of any and all claims, rights or demands of any kind or character which the said plaintiff, Hazel Julia Fink, might have had or now has against the said defendant, Mahlon E. Beverland.

As a further consideration for the said payment of the $4,000.00 the case of Hazel Julia Fink against Mahlon E. Beverland now pending in the Marion Circuit Court, Marion County, Indiana, which is an action for slander, is to be dismissed upon the 6th day of December, 1934, at the cost of the plaintiff in said cause.

The cost in the case pending in the Hendricks Circuit Court are to be paid by the plaintiff, each party to pay their own witnesses.

It is further agreed, upon the full payment of $4,000.00 above referred to that the case in the Hendricks Circuit Court will be dismissed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 28th day of November, 1934.

M. E. Beverland
Hazel Julia Fink

And now the jury is discharged.

IN THE MATTER OF THE LIQUIDATION OF
THE FARMERS BANK OF HAZELWOOD, INDIANA. } D E C R E E

Comes now the receiver of the Farmers Bank of Hazelwood, Indiana, and files his verified petition asking for an order for public sale of the banking room and two iron safes in said banking room, which petition is in the words and figures as follows, to-wit: (H.I.).

And the court being fully advised in the premises finds that said petition should be allowed and an order of sale issued.

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 at public auction the banking room belonging to his trust in Hazelwood, Indiana, after giving 10 days notice by distributing hand bills at such places as the receiver may deem wise and in mailing out any of such hand bills to prospective purchasers of which the receiver has knowledge.

Said sale of said building to be made for cash and this receiver is ordered to make due report of his proceedings herein.



BROWNSBURG STATE BANK )
VS ) # 14389 Judgt. vs Deft. for $653.60 and Costs.
DAVID J. SHEPHERD, ET AL. ) J. D. 16, Page 269.

Come now the parties, by counsel, and this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence 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 $613.60 and the further sum of $40.00 attorney fees, and that the plaintiff is entitled to a judgment against the defendants, Daniel J. Shepherd, Homer E. Shepherd and Clyde Shepherd, 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 defendants, Daniel J. Shepherd, Homer E. Shepherd and Clyde Shepherd, the sum of $653.60, together with the costs for this action, taxed at _____dollars and _____cents.

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

T. J. Stevenson, Judge.

Thursday, November 29th, 1934, and the 22nd day of the November Term, 1934.

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(NO COURT)



Friday, November 30th, 1934, and the 23rd day of the November Term, 1934.

Friday Morning, November 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, December 1st, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

LEON TAILORING CO. )
VS ) # 14207 Judgt. vs Deft. for $53.50 and costs.
CHARLES WHITE ) J. D. 16, Page 269.

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

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant on the note sued upon the sum of $33.50, together with $20.00 attorneys' fees, and that the plaintiff is entitled to a judgment against the defendant, Charles White, 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, Charles White, the sum of $53.50, together with the costs for this action, taxed at _____dollars and _____ cents.

LEON TAILORING CO.)
VS ) # 14208 Judgt. vs Deft. for $44.00.
Judgt. vs Pltf. for Costs.
ERNEST E. DAVIS ) J. D. 16, Page 269.

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 note sued upon the sum of $24.00, and the further sum of $20.00 as attorneys' fees, and that the plaintiff is entitled to a judgment against the defendant, Ernest E. Davis, for a total of said two sums.

The Court further finds that the plaintiff should pay the costs of this action.



It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Ernest E. Davis, the sum of $44.00.

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

STATE OF INDIANA )
VS ) # 7524
CHARLES IRVIN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Charles Irvin, in his own proper person, and this cause is continued until 9:00 o'clock A. M. Saturday, December 8th, 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 3rd, 1934.

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

RENNIA FERN FINE )
FRED CLARK )
VS ) # 14212 Judgt. vs Pltfs. for Costs.
MARION H. ROBERTS, ) J. D. 16, Page 270.
ET AL. )

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and now being duly advised, finds for the defendants and against the plaintiffs, Rennia Fern Fine and Fred Clark, for costs.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiffs recover nothing upon their complaint, and that the defendants recover their costs, taxed at _____dollars and _____cents.

_____
Charles V. Sears, Special Judge.

THE LADOGA BUILDING LOAN FUND )
AND SAVINGS ASSOCIATION ) DECREE FORECLOSING MORTGAGE
-VS- )# 14294 AND APPOINTING RECEIVER.
JOHN D. HAMILTON, ) Judgt. vs Defts., John D. Hamilton and
THREASA HAMILTON, ) Threasa Hamilton, for $688.81 and costs.
CHARLES WALSH. ) J. D. 16, Page 270.

Comes now the plaintiff, by its attorney, and it appearing to the satisfaction of the court by the summons herein and the return of the sheriff endorsed thereon, that the defendants, John D. Hamilton, Threasa Hamilton and Charles Walsh have been served with process more than ten days prior to the 11th day of June, 1934, being the date endorsed on the plaintiff's complaint for the return day of the summons thereon, which said summons and return thereon are in words and figures following, to-wit:- (Here Insert).

Comes now Harney F. Semones, attorney for defendants, John D. Hamilton and Threasa Hamilton, and withdraws his appearance in this cause.

The defendants, John D. Hamilton, Threasa Hamilton and Charles Walsh, failing to appear, the court, on motion of the plaintiff, orders said defendants three times audibly called which is accordingly done in open court, but said defendants come not but wholly make default and are hereby defaulted.

Upon motion of the plaintiff this cause is submitted to the court for trial and judgment without the intervention of a jury, and the court, having heard the evidence, both oral and documentary, and being sufficiently advised in the premises, finds for the plaintiff, and that the allegations in the plaintiff's complaint are true. That there is due the plaintiff from the defendants, John D. Hamilton and Threasa Hamilton, upon the note and mortgage sued upon herein, as alleged in plaintiff's complaint, the sum of Six Hundred Thirty-Eight and 81/100 ($638.81) Dollars, and for the further sum of Fifty and no/100 ($50.00) Dollars as fee for plaintiff's attorney making a total of Six Hundred Eighty-Eight and 81/100 ($688.81) 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.

The court further finds that the allegations of the plaintiff's complaint and application for receiver are true, and that, it is expressly agreed and provided in the plaintiff's mortgage that it should have possession of said premises pending foreclosure of its said mortgage, and until the obligations secured thereby are fully paid and satisfied, and that the rents and profits of said real estate were specifically mortgaged to secure the plaintiff's debt. That the real estate described in said mortgage is not worth the amount of the plaintiff's mortgage and costs of foreclosure; that said real estate is not occupied by the defendants who hold the legal title of said real estate, and each and all of said defendants have wholly failed and neglected to pay the interest on the plaintiff's mortgage and to apply the rents and profits of said real estate on the plaintiff's debt.

That said real estate and premises are depreciating in value and that the plaintiff's security for said loan is in danger of being lost and impaired, and that the plaintiff, under the terms of its mortgage is entitled to possession and to the rents and profits of said real estate; that the plaintiff is entitled to have a receiver appointed to take custody of said real estate during the year of redemption or until its mortgage is fully paid and satisfied and to rent said real estate and to collect the rents and profits and protect and preserve said property during the time allowed for redemption and to pay taxes and make such repairs as may be necessary to protect the security.

It is therefore ordered, adjudged and decreed by the court that the plaintiff have and recover from the defendants, John D. Hamilton and Threasa Hamilton, the sum of Six Hundred Eighty-Eight and 81/100 ($688.81) Dollars, with seven per cent interest thereon from December 3rd, 1934, together with costs of this action and all accruing costs, all without relief from valuation and appraisement laws.

It is further considered, adjudged and decreed by the court that the equity of redemption of each 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 located in Hendricks County, State of Indiana, to-wit:-

Lots 7 and 8 in Osborne's Addition to the Town of Pittsboro, Indiana.

be and the same is forever barred and foreclosed and that said real estate and all the right, title, interest and claims 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 mortgage sued upon herein together with seven per cent interest after December 3rd, 1934.

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 premises shall fail to sell for a sufficient sum to pay and satisfy plaintiff's judgment, interest, costs and accruing costs, the rest thereof remaining unpaid shall be levied upon goods, chattels, lands and tenements of the said John D. Hamilton and Threasa Hamilton, subject to execution, and sale thereof, shall be made without relief from valuation and appraisement laws.

It is further considered, ordered, adjudged and decreed by the court that upon the expiration of the statutory right of redemption and the execution by said sheriff of Hendricks County, Indiana, of a deed of conveyance of said mortgage premises so sold and not redeemed by the parties entitled thereto the defendants in this action and anyone claiming by, under or throught them or either of them, then in possession of said real estate, or any part thereof, shall upon demand and exhibition of said deed or a certified copy thereof, forthwith surrender to the holder of said deed the full and fee simple possession of said premises and upon failure, neglect and refusal of the persons or person then in possession of said premises to so fully and peaceably surrender the possession of said premises to the holder of said sheriff's deed the holder of said deed upon application to this court shall be entitled to a writ of assistance to place him in possession of said real estate.

It is further ordered, adjudged and decreed that W. Wallace Ashby be appointed receiver of said real estate in the plaintiff's complaint and herein described.

That said receiver be authorized to take custody of said real estate and collect the rents and secure the application of the rents and profits accruing therefrom as herein described. Said receiver is further authorized to protect and preserve, during the time allowed for redemption, said real estate, or such interest therein as may be sold by virtue of this foreclosure proceedings.

It is further considered and decreed by this court that the defendants in this action and anyone claiming by, under or through them or either of them, then in possession of said real estate, or any part thereof, shall upon demand of the receiver herein named forthwith surrender to said receiver, W. Wallace Ashby, the full and complete possession of said premises and upon failure, neglect or refusal of the persons or person then in possession of said premises to so fully and peaceably surrender the possession to said receiver the said receiver upon application of this court shall be entitled to a writ of assistance to place him in possession of said real estate.

Said receiver is authorized to rent said real estate to the best possible advantage of this trust and to collect and hold all rents and profits received therefrom during his receivership and account for the same to this court on termination of said receivership, provided, however, that said receiver is hereby authorized without special order of this court to expend from the money received such amount as may be necessary for the payment of taxes and municipal assessments thereon and made such repairs as may be necessary to protect the security and for maintenance of insurance to the legal owners and mortgage lien holders, and purchasers at foreclosure sale, according to their respective rights and priority.

Said receiver shall file bond with sufficient security to the approval of this court for the faithful performance of his duties as such receiver in the sum of Two Hundred ($200.00) Dollars.



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

Chas. J. Stevenson, Judge.

Tuesday Morning, December 4th, 1934.

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

THE MUTUAL BENEFIT LIFE )
INSURANCE COMPANY )
VS ) # 12912
JOSHUA C. THOMPSON )

Comes now John Smith, receiver in the above entitled cause and files his verified petition herein asking for an order of the court to pay to Otis E. Gulley, attorney, the sum of $150.00 on account of services rendered, which verified petition is 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 facts stated in said petition are true, and that the same should be granted.

It is therefore ordered by the court that the receiver pay to the said Otis E. Gulley, the sum of $150.00 on account of services rendered in said receivership, and that he take credit for said amount in his report to the court.

CLAYTON BANK AND TRUST CO.)
VS ) # 13350
CALVIN STOUT, ET AL. )

Comes now the plaintiff, by counsel, and this cause of action is now dismissed as to the defendant, William E. Lietzman.

DONNA R. SCOTTEN ET AL.)
VS ) # 13353.
NANNIE WALLS ET AL. )

Come now the parties in the above and foregoing cause of action, and comes also the Commissioner of Sale, heretofore appointed by the court to make sale of the real estate herein, and files his inventory and appraisement of real estate, which inventory and appraisement is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said inventory and appraisement and being duly advised in its premises, now approves the same. And now the said Commissioner of Sale files his verified report of sale, which report is in the following words and figures, to wit:

State of Indiana
Hendricks County ss.

In the Hendricks Circuit Court,
November term, 1934.

Donna R. Scotten et al.
vs.
Nannie Walls et al.

No.12353

COMMISSIONER'S REPORT OF SALE.
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Oliver M. West, heretofore appointed by the court to make sale of real estate in the above entitled cause of action for partition, respectfully reports to the court, that, pursuant to the order of said court, he caused said real estate to be appraised by two disinterested free holders of Hendricks County, Indiana, and that the same was appraised



at $6000.00; and such appraisement is now filed and made, by reference, a part of this report; that he also caused notice of the time and place and terms of said sale to be given by publication for three successive weeks in the Republican, a weekly newspaper published in said county, and of general circulation throughout said county, and by posting up notices of like kind in five public places in the vicinity of the lands sold, not less than three of which notices were posted up in public places in Libery township, said county and state, the same being the township in which said real estate is located, and the affidavits showing the publication, and posting of notices, to-gether with a copy of such notices are now filed and, by reference, are made a part of this report.

That on the 17th day of March, 1928, the same being the day fixed for said sale by said notices the undersigned as such commissioner, and at the place designated in such notice, offered said real estate for sale in form and manner as by the order of the court provided, but no offer was received for such real estate, and the sale thereof was continued from hour to hour, and from day to day until the 3rd day of December, 1934, at which time Everett McCollum bid the sum of $6,000.00 for all of said real estate; that said sum was the highest sum offered therefor and, it being no less than the full appraised value of all of said real estate, such bid was accepted by me and I, subject to the court's approval, sold said real estate to said bidder for the amount of his bid; that said bid was for cash in hand and this amount the commissioner now brings into court.

Wherefore he asks that said sale of the following described real estate situated in Hendricks County, Indiana, to wit:

The Southeast Quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 19, in township 14 North, range 1 West, containing 80 acres, more or less,
Also the following tract: The Northwest quarter of the Northwest quarter of section 20, township 14 North, range 1 West, containing 40 acres, more or less,

be confirmed and approved by the court, and that this report of sale, as reported, be approved.

Oliver M. West,
Commissioner of Sale,

Subscribed and sworn to this 3rd day of December, 1934.

Carey W. Gaston
Notary Public. (SEAL)

My Com. expires Sept. 6, 1938.

12/4/34 Examined & approved. Deed ordered. Deed tendered and approved.

A. J. Stevenson
Judge.

And the court, having examined said report, and being fully advised in the premises, does now approve the same and confirms said sale of the real estate in said report described. And the court finds that said sale was made in all things in accordance with the order of the court made therein; that notices were published and posted as to such sale in full accordance with the order of the court.

And the court also finds that said real estate was sold for cash in hand for not less than the full appraised value thereof and that said sale was made in all things according to law.

It is therefore ordered and adjudged by the court that said sale of the real estate described in the commissioner's report be and the same is hereby confirmed and said report is now ordered approved.

And now said commissioner is ordered and directed by the court

to execute a deed for said real estate to said purchaser as evidence of his title. And now said commissioner executes such deed and tenders it to the court for his approval. And the court having examined said deed does now approve the same in the following words and figures, to wit: " Examined and approved in open court this 3rd day of December, 1934. A. J. Stevenson, Judge of the Hendricks Circuit Court ". And now said deed is delivered to said purchaser in open court.

And now it is adjudged by the court that the title to the real estate described in said report be and the same is hereby vested in said named purchaser.

And now further proceedings herein are continued for the financial report of the 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, December 5th, 1934.

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

ANNA MILLER )
VS ) # 14283
JOSEPH M. MILLER )

Comes now the plaintiff, by counsel, and the defendant is ruled to answer on or before December 15th, 1934.

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

Comes now the plaintiff, by counsel, and 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, now sustains the same, and this cause is continued to December 20th, 1934.

HELEN M. PARSLEY )
VS ) # 14375
FLOYD PARSLEY )

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 this cause is sent on change of venue to Boone County, Indiana, and the defendant is given five days to pay the costs and perfect change.

STATE OF INDIANA )
VS ) # 6073
EDWARD EARL McCRARY )

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 ) # 6077
BERTHON E. CASTOR )

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 ) # 6094
ROBERT B. GOSSETT )

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 ) # 6095
MRS. FRANK W. WALTERS )

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 ) # 7002
TURNER BELL )

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 ) # 7007
FRANK YOUSSCO )
JOE YOUSSCO )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause as to Frank Youssco, 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 as to the defendant, Frank Youssco.



STATE OF INDIANA )
VS ) # 7010
CLEO E. RIGGAN )

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 ) # 7017
CHARLES STACEY )

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 ) # 7020
CLYDE RUARK )

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 sutain 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 ) # 7023
HENRY MILLER )
LOUIS LANTZ, ALIAS DICK GIBSON )
PATRICK ARTHER )

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 sutain 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 ) # 7024
HENRY MILLER )
HAROLD ARTHER )
LOUIS LANTZ , ALIAS DICK GIBSON)

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 ) # 7025
FERNANDO KIVETT )

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 ) # 7026
WARREN CARTER )

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 ) # 7027
WILLIS MASTEN )

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 ) # 7028
JOSEPH FACCONE )

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 ) # 7030
JOHN L. SOUTHARD )
JOHN VEATCH )

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 ) # 7031
JOHN L. SOUTHARD )
JOHN VEATCH )

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 ) # 7098
HAROLD PHILLIPS )

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. Thursday,
Record read and signed in open court.

A. J. Stevenson, Judge.





Thursday Morning, December 6th, 1934.

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

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

A. J. Stevenson, Judge.

Friday Morning, December 7th, 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, December 8th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA )
VS ) # 7034
JOHN J. DUGAN )

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 ) # 7035
WILLIS ROGERS )

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 ) # 7044
DORA SMITH )

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 ) # 7064
GLEN HARLEY )

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 ) # 7065
LUTHER BURGIN )

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 ) # 7075
JOHN LOCHARD )

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 ) # 7080
BONNIE FERGUSON )

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 ) # 7083
ALVA HOPPER )

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 )# 7090
JOSEPH ROUNDER )

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 ) # 7091
RUSSELL L. PAYNE )

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 ) # 7094
GURNEY FRIEND )

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 ) # 7097
EFFIE PHILLIPS )

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 sutain 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 ) # 7102
OTIS P. JOHNSON )

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 ) # 7103
JAMES A. MOORE )

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 ) # 7108
G. E. WALKER, )
CHRISTIAN NAME )
UNKNOWN. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7109
LOUIS WATTAM )

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 ) # 7112
JOHN D. PALMER )

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 ) # 7115
JAMES TATE )

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 ) # 7118
CHARLES FISHER )

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 ) # 7367
STERLING STRINGER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the defendant, Sterling Stringer, to the Sheriff of Hendricks County, Indiana.

STATE OF INDIANA )
VS ) # 7486
JOHN A. YOUNG )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and advises the Court that the defendant, John A. Young, is not complying with the order of the Court heretofore issued. And the Court being duly advised, it is now ordered that a warrant be issued to the Sheriff of Hendricks County, Indiana, for the arrest of the above named defendant, John A. Young.

DONNA R. SCOTTEN, ET AL.)
VS ) # 12353
NANNIE WALLS, ET AL. )

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

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

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA )
VS ) # 14068
PEARLUS E. SMILEY, ET AL. )

Comes now Claude W. Gladden, heretofore appointed receiver in the above entitled cause, and tenders his bond conditioned as by law required, 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.

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

Comes now Claude W. Gladden, heretofore appointed receiver in the above entitled cause, and tenders his bond conditioned as by law required, 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.

THE PRUDENTIAL INSURANCE COMPANY )
OF AMERICA )
VS ) # 14221
OSCAR I. NOLAND, ET AL. )

Comes now Claude W. Gladden, heretofore appointed receiver in the above entitled cause, and tenders his bond conditioned as by law required, 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.

GEORGE MILLER )
VS ) # 14462
SUPT. OF THE INDIANA )
BOYS' SCHOOL )

Comes now the above named Dr. E. M. Dill, in person and by counsel, and files motion to quash writ, which motion is in the words and figures following, to-wit: (H.I.).



And now the petitioner files amended petition for writ of Habeas Corpus, which amended petition is in the words and figures following, to-wit: (H.I.).

The defendant now renews motion to quash amended writ, which renewal of motion is in the words and figures following, to-wit: (H.I.).

And now arguments are heard and this cause is continued.

HARVEY L. GRIMES, DOING )
BUSINESS AS BILLY GRIMES )
TIRE COMPANY )
VS ) # 14365
WILLIAM GARRITY, ET AL. )

Comes now the plaintiff, by counsel, and files affidavit in guarnishment against P. R. Mallory & Company, Inc., of Indianapolis, which affidavit is in the words and figures following, to-wit: (H.I.).

ORDER IN GARNISHMENT

To the Clerk of the Hendricks Circuit Court:

You are hereby ordered to issue an execution in garnishment in the above entitled cause against ten per cent of the wages, salary, or earnings due and to become due the said defendant from P. R. Mallory & Company, Incorporated, Indianapolis, Indiana, which company is hereby made garnishee defendant in said cause.

GOLDMAN STORES CORP. )
VS ) # 14325 Judgt. vs Deft. for $66.00 and Costs.
CHARLES V. BLACK ) J. D. 16, Page 270.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the sheriff indorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.), that the defendant has been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on its complaint for the defendant to appear and answer said complaint, and said defendant, Charles V. Black, 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 $66.00, and that the plaintiff is entitled to a judgment against the defendant, Charles V. Black, 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, Charles V. Black, the sum of $66.00, 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, December 10th, 1934, and the 31st day of the November Term, 1934.

Monday Morning, December 10th, 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, December 11th, 1934, and the 32nd day of the November Term, 1934.

Tuesday Morning, December 11th, 1934.

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

WALTER W. KELLER )
VS ) # 14453
JEFFERSON SCHOOL TWP. )
PUTNAM COUNTY, IND. )

Comes now the plaintiff, by counsel, and 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 duly advised in its premises, now sustains the same, and this cause is continued.

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

Wednesday Morning, December 12th, 1934.

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

MAY HARDY )
VS ) # 14425. Judgt. vs Pltf. for Costs.
CHARLES S. HARDY ) J. D. 16, Page 270.

Comes now the plaintiff, May Hardy, in person and by counsel, and comes also the defendant by counsel and it appearing to the satisfaction of the court that the said defendant has been duly served with summons for more than ten days before the return day fixed by endorsement on the plaintiff's complaint, as the same is shown by the writ of summons issued herein and the sheriff's endorsement thereon which writ of summons and endorsement of the sheriff 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 defendant was served with the writ of summons by the sheriff of Hendricks County, Indiana, it does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now the defendant files an answer in general denial, which answer is in the following words and figures, to wit: (H.I.).

And now this cause, being at issue, is submitted to the court for trial, 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, doth now find for the plaintiff 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 by the court that the bonds of matrimony heretofore existing between the plaintiff and defendant be and they are hereby set aside and held for naught.

It is adjudged by the court that the plaintiff be given and she is hereby granted an absolute divorce from the defendant.

It is adjudged that the plaintiff pay the costs of this action taxed at Eight dollars and 35 cents.

IN THE MATTER OF THE PETITION OF GEORGE A.)
NASH ET AL FOR THE REPAIRING, STRAIGHTEN- )
ING, BUILDING TILE AND COVERING THE ) # 14456
CHRISTOPHER TRUCKSESS DITCH IN LINCOLN )
TOWNSHIP. )

Comes now George A. Nash Et Al and file their petition herein praying for the construction of a certain drain as therein described: which said petition is in the words and figures as follows: (here insert).

And the court having seen and inspected said petition and being duly advised in the premises, orders that Carl Logan, Harold Cook and Stephen J. Maloney be and they are hereby appointed viewers for the said drain as petitioned for in said petition, and shall act as such viewers.

That for the purpose of qualifying as viewers





the said parties shall meet at the Office of the County Surveyor in the Court House at Danville, Indiana, on the 22nd day of December 1934, at 9:00 o'clock A. M. and after qualifying they shall then proceed at said time to the place of the ditch to make an accurate survey of the line of said drain from its source to its outlet: and shall cause stakes to be set along said line at each one hundred feet numbered consecutively down stream; and shall make a computation of the total number of cubic yards of earth to be excavated and removed from said drain, and estimate the total cost of the construction of the whole work.

They shall apportion and set apart to each parcel of land and to each corporate road or railroad and to the county and state when the public highways are benefited, a share of said work in proportion to the benefits which will result to each from said improvement and give the location of each share, its length in feet, and the cost per cubic yard, and the cost of the construction of each share or allotment separately, and specify the manner in which the work shall be done.

And if they find it to be necessary as petitioned for in said petition and as heretofore established that said drain should run under the ground through drain tile, or other material, as they may deem best, they shall specify the size and kind of tile or the material, as they may deem best to be used in such underground work and shall estimate the costs of the same as a part of the total cost of the work.

And they shall accurately describe, as the same is described on the county tax duplicate, each parcel of land to be assessed for the construction of said drain, giving the number of acres in each tract assessed, and the estimated number of acres benefited, the amount that said work, and the amount that each tract is assessed therefor. And they shall, in tabular form, give the depth of the cut, width of the bottom and width at the top at the source and outlet, and at each one hundred feet stake or monument of said drain. And they shall also ascertain and give the names of such owners of lands that are assessed for construction, repair and straightening of said drain as far as they can be ascertained with reasonable inquiry and search of the public records, and report also whether or not the proposed drain will be of public utility.

And if, in the opinion of said viewers, it is impracticable from any cause to allot said drain for construction as hereinabove directed, they shall not allot said drain, but shall report the same without alloting together with their reasons for not alloting the same.

And they shall report their doings to this court on or before the first day of the January Term, 1935 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 13th, 1934.

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

PATRICK QUINN )
VS ) # 14113
ALBERT WETHINGTON, ET AL. )

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

THE LADOGA BUILDING LOAN )
FUND AND SAVINGS ASSN. )
VS ) # 14294
JOHN D. HAMILTON, ET AL. )

Comes now W. Wallace Ashby heretofore appointed receiver in this cause, and files his bond with security as provided by the Court together with its oath of office as such receiver, which said bond is by the court examined and approved and said bond and oath of said receiver are in words and figures following, to-wit:-
(Here Insert)

GEORGE MILLER )
VS ) # 14462
SUP'T. OF THE INDIANA )
BOYS' SCHOOL. )

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

NOAH HOUNCHINS )
VS ) # 14447
CITY OF INDIANAPOLIS )

Comes now the plaintiff, by counsel, and the Court having seen and examined the defendant's demurrer to complaint, heretofore filed, and being duly advised in its premises, now sustains the same, to which ruling of the Court the plaintiff duly objects and excepts.

HARVEY GARSHWILER )
VS ) # 14276
INDEPENDENT BEVERAGE )
CO., INC., ET AL. )

Comes now the defendant, Independent Beverage Company, Inc., by counsel, and the Court having seen and examined said defendant's motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects and excepts.





And now the defendant, Independent Beverage Company, Inc., 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, And now the Court fixes the bond in the amount of $5000.00, and the defendant suggests the name of_____as surety on said bond, and the Court being duly advised now approves the said.surety.

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 14th, 1934.

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

SIMON SHORES )
VS ) # 14319
FIRST RURAL LOAN )
AND SAVINGS ASSN. )

Come now the parties, in person and by counsel, and this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

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

JAMES WENDALL PRATT )
VS ) # 14405 Judgt. vs Pltf. for $4.00 per week and costs.
VIRGINIA LUCILE PRATT ) J. D. 16, Page 273.

Come now the parties, in person and by counsel, and the plaintiff files answer to defendant cross-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.

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

And the Court further finds that the defendant, Virginia Lucile Pratt should be entitled to the custody of the infant child, Peggy Pratt, and that the plaintiff, James Wendall Pratt, should pay the sum of $4.00 per week to the Clerk of the Hendricks Circuit Court for the support of said child until further order of the Court.

And the Court further finds that the defendant, Virginia Lucile Pratt, should be entitled to the furniture specified in the cross-complaint.

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between James Wendall Pratt and Virginia Lucile Pratt be and they are hereby set aside and held for naught, and the defendant, Virginia Lucile Pratt, is hereby granted a divorce from the plaintiff.

It is further considered, ordered and adjudged by the Court that the defendant, Virginia Lucile Pratt, be and she is hereby entitled to the custody of the infant child, Peggy Pratt, and that the plaintiff, James Wendall Pratt, pay the sum of $4.00 per week to the Clerk of the Hendricks Circuit Court for the support of said child until further order of the Court, and that the plaintiff, James Wendall Pratt, pay the costs of this action, taxed at _____dollars and _____cents.

It is further considered, ordered and adjudged by the Court that the defendant, Virginia Lucile Pratt, be and she is hereby entitled to the furniture specified in the cross-complaint.



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 15th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

ANNA MILLER )
VS ) # 14283
JOSEPH MILLER )

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

THE MUTUAL BENEFIT LIFE INSURANCE )
COMPANY, A CORPORATION, )
VS. ) # 14381
ALBERT B. FISHBACK, 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; )
THE DANVILLE TRUST COMPANY, EXECUTOR OF THE )
LAST WILL AND TESTAMENT OF JACOB LOCKHART, DECEASED; )
THE DANVILLE TRUST COMPANY, TRUSTEE UNDER THE TERMS )
OF THE LAST WILL AND TESTAMENT OF JACOB LOCKHART, )
DECEASED; )
WILLIAM F. FRANKLIN AND CHARLES Z. COOK, LIQUIDATING )
AGENTS OF THE DANVILLE TRUST COMPANY, A CORPORATION; )
NANCY A. LOCKHART, WIDOW; OSCAR B. LOCKHART; )
BUTLER UNIVERSITY, A CORPORATION. )

Comes the plaintiff herein, The Mutual Benefit Life Insurance Company, a Corporation, and files its supplemental petition for the appointment of a receiver in the above entitled cause, as follows; to-wit:- (Here Insert).

And said petition, and the matters of the complaint in this cause bearing upon the appointment of a receiver, being submitted to the court for trial, finding and judgment, and the court, having heard the evidence and being fully advised in the premises, finds for the petitioner, The Mutual Benefit Life Insurance Company, a Corporation, that the allegations of its supplemental petition and its complaint bearing upon the question of the appointment of a receiver in this cause, are true, as therein alleged, and that a receiver should be appointed to take charge of the real estate and premises described in the complaint, rent the same, collect the rents and profits thereof, protect and preserve said premises, during the year of redemption, and account for such rents, issues and profits, as the court shall order.

It is, therefore, considered and adjudged by the court that a receiver be, and is, appointed in this cause to take charge of the mortgaged premises, to-wit:- Fifteen (15) acres off of and across the entire South side of the Southeast Quarter of the Northeast Quarter, and 30 acres off of and across the entire North side of the Northeast Quarter of the Southeast Quarter, all in Section 16, Township 16 North, Range 2. West. Also, 15 acres off of and across the entire South side of the Southwest Quarter of the Northwest Quarter of Section 15; also, the Northwest Quarter of the Southwest Quarter of Section 15, all in Township 16 North, Range 2 West, containing in the aggregate 100 acres, more or less, all in Hendricks County, Indiana, rent the same, collect the rents and profits thereof, protect and preserve said premises during the year of redemption, and that said receiver duly account for all such rents, issues and profits from said described premises that may come into his hands during said receivership.



And now the court appoints John M. Smith, as such receiver, and does fix the penalty of his bond at the sum of $500.00.

And now comes the said John M. Smith, and tenders his bond conditioned for the faithful discharge of his duties as such receiver, with the penalty fixed by the court, which bond the court approves. Said bond and the approval of the court endorsed thereon are as follows, to-wit:-(Here Insert).

And now said John M. Smith, as such receiver takes and subscribes an oath to faithfully discharge all of the duties of his trust herein.

And said receiver is ordered to immediately take upon himself the administration of his trust under this appointment.

And further proceedings herein are continued.

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

A. J. Stevenson, Judge.

Monday Morning, December 17th, 1934.

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

STATE OF INDIANA, EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER OF INDIANA. )
VS ) # 12421 ORDER DIRECTING RECEIVER TO DISPOSE OF
CITIZENS STATE BANK, ) CERTAIN OLD RECORDS OF SAID BANK.
PLAINFIELD, INDIANA. )

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, petitioning the Court for an order authorizing and directing him to dispose of certain records in said bank 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 are true, and that said Receiver should be ordered to dispose of all of said old records as in said petition set forth at whatever price he may be able to receive therefor, and as prayed for in said petition.

It is therefore now ordered by the Court that said Receiver dispose of all of the old records and books and other written instruments pertaining to said bank's business up to the year 1924, and said Receiver is ordered to make due report of the amount received by him from the sale thereof in his final report.

HAZEL JULIA FINK )
VS ) # 13832
MAHLON E. BEVERLAND )

Come now the parties and this cause having been compromised and the plaintiff having received from the defendant the amount agreed upon in full settlement of all demand for damages in said cause, the plaintiff now dismisses said cause of action at her costs taxed at thirteen dollars and ninety-five cents, and said costs are now paid.

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 the defendant files motion to dismiss said cause of action, more than three terms having expired without the same being continued or called for trial by the State of Indiana, 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 this cause is dismissed.

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



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 the defendant files motion to dismiss said cause of action, more than three terms having expired without the same being continued or called for trial by the State of Indiana, 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 this cause is dismissed.

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

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 the defendant files motion to dismiss said cause of action, more than three terms having expired without the same being continued or called for trial by the State of Indiana, 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 this cause is dismissed.

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

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

Come now again the parties, by counsel, and the matter of the petition of Dr. Thomas G. Smith having been under consideration for some time, and the Court being duly advised, now finds for the petitioner, Dr. Thomas G. Smith, and that the petitioner is entitled to have his claim preferred against general reditors of the Hunter Bank in the sum of $3570.00.

It is, therefore, adjudged and decreed by the Court that the petitioner, Dr. Thomas G. Smith, have and recover of and from the defendant the sum of $3570.00.

And it is further adjudged that said claim is preferred over the general creditors of the said Hunter Bank, and the receiver is directed to pay said claim as such.

Monday, December 17th, 1934, and the 37th day of the November Term, 1934.

MARY G. AGNEW )
VS ) # 14476
WALTER S. AGNEW )

Comes now the plaintiff, by counsel, and files verified petition for support and suit money, which verified 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, January 7th, 1934, and the Clerk of this Court is ordered to give notice of same.

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

A. J. Stevenson, Judge.



Tuesday, December 18th, 1934, and the 38th day of the November Term, 1934.

Tuesday Morning, December 18th, 1934.

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

FAE W. PATRICK, RECEIVER, ETC.)
VS ) # 14354
GEORGE O. HUTSELL, CLERK, ETC.)

Comes now the plaintiff, by counsel, and files demurrer to second, third, fourth and fifth paragraphs of answer, which demurrer is in the words and figures following, to-wit: (H.I.).

GEORGE MILLER )
VS ) # 14462
SUP'T. OF THE )
INDIANA BOYS' SCHOOL )

Comes now the defendant, by counsel, and files motion to quash the amended writ of Habeas Corpus, which motion is in the words and figures following, to-wit: (H.I.).

OSCAR BRESSNAHAN )
VS ) # 14323
THE PENNSYLVANIA )
RAILROAD COMPANY )

Comes now the plaintiff, by counsel, and files a written agreement of dismissal, which written agreement of dismissal is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said agreement of dismissal and being duly advised in its premises, now sustains the same, and 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.

DORA WILKINS, )
Plaintiff, )
VS. ) # 14422 Judgt. vs Defts. for $507.50 and Costs.
D. H. TRUCKSESS ) ENTRY OF JUDGMENT J. D. 16, Page 271
F. E. TRUCKSESS )
ALLIE TRUCKSESS )
Defendants. )

Comes now the plaintiff, by her attorney, David R. Wilkinson, and it appearing to the court, by the summons issued herein and the return of the sheriff indorsed thereon, which summons and return are in the words and figures following: (H.I.), that the defendants have been duly served with process more than ten days before the 20th day of October, 1934, the day fixed by the plaintiff, by indorsement on her complaint, for the defendants to appear and answer said complaint, said defendants are three times audibly called in open court, but come not, and make default.

And the court having heard the evidence, and being duly advised

in the premises, finds for the plaintiff that the allegations of her complaint are true; that there is due from said defendants and unpaid, jointly and severally, the sum of Four hundred sixty seven & 50/100 dollars ($467.50) on the note sued on, and Forty Dollars ($40.00)attorney's fees.

It is, therefore, considered and adjudged by the court that the plaintiff recover from the defendants, jointly and severally, said sum of Five hundred seven & 50/100 ($507.50), without relief from valuation or appraisement laws, together with the costs and charges in this behalf laid out and expended by plaintiff.

STATE OF INDIANA )
VS ) # 7523 Judgt. vs Deft. for $100.00 and costs.
CORA STEWART ) J. D. 16, Page 271.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Cora Stewart, in her own proper person and by counsel, and this cause being called for trial, the same is now submitted to the Court for trial, finding and decree, jury being waived by the defendant.

Whereupon the Court having heard the evidence in this cause and being duly advised, finds that the defendant is guilty of the crime as charged in the affidavit, and that said defendant for the offense by her committed should be fined in the sum of $100.00 and that she should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Cora Stewart, for the offense by her committed be and she is fined in the sum of $100.00, and that she pay the costs of this action, taxed at _____dollars and _____cents.

GOERGE W. McHaffie )
JAMES M. McHAFFIE, )
Plaintiff, )
vs ) Cause No. 14235- Decree of Partition and Sale.
LEONA GREER )
BERTIE McHAFFIE )
MINNIE BELLE MASTERS )
MARY E. SHIEL )
FLORENCE CAROLINE PRINCE )
VIRGINIA BOGGESS )
JANE BENNETT BOGGESS )
MAUDE WOODWARD BOGGESS, )
Defendants. )

Come now the above named plaintiffs, by counsel, and it appearing to the satisfaction of the court that the defendants, Leona Greer, Bertie McHaffie, Minnie Belle Masters and Mary E. Shiel, have each been served with a writ of summons by the sheriffs of the several counties in which they each reside notifying each one of them of the filing and pendency of this cause of action for more than ten days before the return day fixed by endorsement on the said plaintiffs' complaint herein, and more than ten days before the day of the hearing herein, as the same is shown by the said several writs of summons issued to the said sheriffs of the said several counties and the returns of said sheriffs endorsed on such writs of summons, which said summonses and returns are





in the following words and figures, to wit: (H.I.).

And now come said above named defendants and file their several answers of general denial herein, which answers are in the following words and figures, to wit: (H.I.).

And it further appearing to the satisfaction of the court that the defendants, Florence Caroline Prince, Virginia Boggess, Jane Bennett Bogges and Maud Woodward Boggess, being non-residents of the state of Indiana, have each been duly notified of the filing and pendency of this action, and of the time and place of hearing thereon, by publication of notice for three successive weeks in "The Hendricks County Republican", a weekly newspaper of general circulation throughout the county of Hendricks in the state of Indiana, the same being the county in which the real estate, described in the complaint and hereinafter in this decree described is located, printed in the English language and published at the town of Danville, in said county and state, the first of which notices by publication was given on the 22" day of March, 1934, and the third and last of which publications was given on the 5" day of April, 1934, and the last full week of which publications of notice was more than thirty days before the return date fixed by the court in the order authorizing such notice by publication, all as shown by the affidavit of Edward J. Weesner, Editor of said named weekly newspaper, and the copy of such notice which is attached to and made a part of such affidavit, which affidavit and copy of notice so attached are in the following words and figures, to wit: (H.I.), and are filed as a paper and proof of such notice by publication to said non-resident defendants in this cause of action.

And now this cause coming on for hearing before the court upon motion of the plaintiffs, and said named non-resident defendants, each and all, failing to appear either in person or by counsel, each one is now three times loudly called in open court, but none of such non-resident defendants come, but wholly make default herein.

And now this cause, being at issue on the said several answers of the resident defendants and on the default of the non-resident 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 adduced herein, and being fully advised and informed in the premises, does now find generally for the plaintiffs and that the allegations of their complaint are true.

The court further finds that the plaintiffs and the defendant, Leona Greer, are the owners in fee simple, as tenants in common, of the real estate described in the plaintiffs' complaint, and hereinafter described, and that each is the owner of an undivided one-third part in value of the fee simple of said real estate, except that the one third part, in value, belonging to the plaintiff, James M. McHaffie, is subject to a life estate in the one third part thereof in favor of the defendant, Bertie McHaffie.

The court further finds that the defendant, Bertie McHaffie, is the owner of a life estate in the one third part, in value, of the undivided one third part, in value, of said real estate of which the plaintiff, James M. McHaffie, is the owner in fee simple.

And the court finds that the life estate of the defendant, Bertie McHaffie, as hereinbefore found by the court, in and to said real estate, should be sold.

The court finds further that said real estate is not susceptible of partition and that the interests of the several owners therein of the fee simple and

life estate cannot be set off to them in severalty without damage to the several owners thereof and to their several interests therein, both as to the fee simple owners and the owner of a life estate in a part thereof, and that the same should be sold and that after the payment of the costs and expenses of this action the balance of the proceeds of sale should be divided among the several owners thereof, including the owner of the life estate in a part of said real estate, in accordance with their several interests as found herein by the court.

The court further finds that the defendants, Minnie Belle Masters, Mary E. Shiel, Florence Caroline Prince, Virginia Bogges, Jane Bennett Boggess and Maud Woodward Bogges, have no interest of any kind or character in and to said real estate, either separately or jointly. That said named defendants, last named, are each and all asserting, or are attempting to assert, some right or interest therein, which assertion and attempt of assertion of some right or interest therein casts a cloud upon the title of the owners thereof, as herein found by the court, and that the said owners are entitled to have their title in and to said real estate quieted and set at rest as against the claims of each and all of the said last named defendants, and against the claims of any person or persons claiming by or through them, and each of them.

The court further finds that the life estate of Florence A. Bridges ( nee McHaffie ) in and to said real estate terminated at her death on the ___ day of January, 1934. Further that said Florence A. Bridges left no children or descendents of children her surviving.

The court further finds that under the residuary clause of the last will and testament of Melville F. McHaffie, deceased, the fee simple title of said real estate vested in his three sons, George W. McHaffie, Samuel Oscar McHaffie and Melville E. McHaffie, when said last will and testament of said Melville F. McHaffie was duly proved and admitted to probate in the Putnam Circuit Court on the 10th day of June, 1914. And the court further finds that no part of said real estate was required or needed to pay the debts or legacies of said last will and testament of Melville F. McHaffie, deceased, and that his estate has been fully settled and the executors therein have been duly discharged from their trust and bond.

The court further finds that George W. McHaffie, plaintiff, is the same George W. McHaffie mentioned in the residuary clause of the last will and testament of Melville F. McHaffie, deceased; that the estate of Samuel Oscar McHaffie has been fully settled and that the plaintiff, James M. McHaffie, is his only child; that the defendant, Bertie McHaffie is the childless second wife of said Samuel Oscar McHaffie, and that said James M. McHaffie and said Bertie McHaffie are the sole and only heirs at law of said Samuel Oscar McHaffie, deceased; that Melville E. McHaffie on the 27th day of December, 1921, conveyed his interest in and to said real estate to his wife, Mary A. McHaffie, and that she conveyed her interest therein to her sister, the defendant, Leona Greer.

The court further finds that the probable value of said real estate is $3,000.00.

It is, therefore ordered, adjudged and decreed by the court that the real estate described in the complaint, and herein described as being the following described real estate in Hendricks County, Indiana, to wit:

The West half of the Northeast quarter of section 20, township 14 North of range 2 West, containing 80 acres, more or less,



Also a part of the West half of the Southeast quarter of section 20, township 14 North of range 2 West, bounded and described as follows, to wit: Beginning at the Northeast corner of said half quarter section and running thence South 29.27 chains and to the center of the National Road; thence South 68 decrees and 24 minutes West on and along the center line of said road 22.11 chains and to the West line of said half quarter section; thence North on and along the West line of said half quarter section to the Northwest corner thereof; thence East on and along the North line of said half quarter section 80 rods and to the place of beginning estimated to contain 65 acres, more or less,

be appraised as provided by law and that the same be sold at private sale for not less than the full appraised value thereof; and that the fee simple of the owners, together with the life estate of the defendant, Bertie McHaffie, in a part of said real estate be sold with such fee simple interest in said described real estate.

It is further ordered, adjudged and decreed by the court that the title to said real estate be and the same is hereby quieted and set at rest in the several owners thereof as herein found by the court as against the claims of the defendants, Minnie Belle Masters, Mary E. Shiel, Florence Caroline Prince, Virginia Boggess, Jane Bennett Boggess and Maud Woodward Boggess, and against the claims and assertions of right in said real estate of each and every one of said defendants; and the court now herein adjudges that said named defendants have no right or interest of any kind or character in and to said real estate.

It is ordered and decreed by the court that said real estate be sold for cash to the highest and best bidder therefor, at private sale, after notice of such sale has been given for three full weeks in a newspaper of general circulation throughout Hendricks County, Indiana, and notices of such sale shall have been posted in five public places in the neighborhood where such real estate is located.

It is further considered and adjudged by the court that John C. Taylor be, and he is hereby appointed commissioner to make sale of said real estate and that he give bond in the sum of $3000.00 with surety to the approval of this court.

It is further ordered and adjudged by the court that from the proceeds of such sale the costs of this action be first paid, together with the other expenses in connection with such sale, and that the balance be paid to the parties found by the court to be the owners of such real estate in the proportions herein found by the court, including the amount of the life estate of the defendant, Bertie McHaffie.

And said above named commissioner of sale is hereby ordered by the court, upon a sale of the above described real estate by said commissioner, and the payment of the purchase price thereof, to make a full report of the court of his doings with reference to such sale and that he submit to the court, for its approval, a deed conveying said real estate to said purchaser.

And further proceedings herein are continued.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Wednesday, Morning, December 19th, 1934.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

GEORGE W. McHAFFIE, ET AL. )
VS ) # 14235
LEONA GREER, ET AL. )

Comes now John C. Taylor, heretofore appointed commissioner in this cause, herein, and accepts the appointment as commissioner of sale, and tenders his bond conditioned for the faithful discharge of his duties as such commissioner, with the penalty fixed by the court, which bond the Court now approves, said bond and the approval of the Court endorsed thereon are in the words and figures following, to-wit: (H.I.).

And now the said John C. Taylor qualifies as commissioner of sale.

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

Come now again the parties, by counsel, and by agreement of said parties in open Court, the trial of this cause is continued until January 14th, 1935.

And the parties now in open Court agree that no change of venue from the county will be asked by the parties, in consideration of such continuation being granted by the Court. And the Court being duly advised, said cause is continued until January 14th, 1935.

BERGEN LaGRANGE )
-vs- ) # 13340 ORDER FOR SALE OF REAL ESTATE
DANVILLE SOUTH CEMETERY, A CORPORATION, ) AND PERSONAL PROPERTY
THE DANVILLE TRUST COMPANY OF )
DANVILLE, INDIANA, TRUSTEE. )

Comes now Daniel Frank Roberts, Receiver of the Danville South Cemetery a corporation and files his verified petition to sell the assets of the said Danville South Cemetery which petition is in the words and figures to-wit: (Here Insert). And the Court having examined said petition and being duly advised in the premises does now find that the prayer thereof should be granted. It is therefore ordered and decreed that all the property described in the mortgage set forth in said petition be offered for sale by said Receiver at Private sale at Brill & Roberts, Danville Indiana S. Jefferson Street; commencing at 9 A. M. Saturday December 22, 1934. Said property so described in said mortgage being as follows:

Part of the East half of the Northeast quarter of Section 9, Township 15, North of Range 1 West, bounded as follows, to-wit:

Beginning 11 chains and 47¾ links East, and 26 rods and 7¾ links North of the Southwest corner of said half quarter; and running thence North 30 rods; thence West 7 rods and 14 feet; to the center of Cross Street in the Town of Danville; thence South with the center of said street 30 rods; thence East 7 rods and 14 feet to the place of beginning, except 60 feet in width off of and across the entire South end thereof.
Also, Lot Number 15, in Darnell's Addition to the Town of Danville, and the dwelling house thereon.
Also, a part of the Southeast quarter of the Northeast quarter of Section 9, Township 15 North Range 1 West, described as follows: Beginning



at the Southeast corner of said quarter-quarter section; and running thence West 33.84 rods; thence North 62.63 rods to the South West corner of the lot deeded by Homan & Thomas Trustee's to Charles A. White; thence East with White's line 240 feet to the Northwest corner of Homan & Thomas 2nd Addition to the Danville South Cemetery; thence South with the West line of said Addition to the Southwest corner of Lot 22 in said Addition; thence along the South line of said Addition 32 feet to the Southwest corner of Lot 36 in Block 2 in Homan & Thomas 1st Addition to said Cemetery; thence South on the West line of said 1st Addition, 56 feet to the Southwest corner of Lot No. 50 in Block No. 1, in said 1st Addition, 56 feet to the Southwest corner of Lot No. 50 in Block No. 1 in said 1st Addition; thence East along the South line thereof 280 feet to the Section line; thence South on the Section line 614 links to the place of beginning.

Also, part of the East half of the Northeast quarter of Section 9, Township 15 North Range 1 West, described as follows, to-wit: Beginning at a point 11 chains and 47¾ links East and 26 rods and 7½ links North of the Southwest corner of said half quarter section; running thence North 60 feet; thence West 7 rods and 14 feet to the center of Cross Street in Danville; thence South 60 feet; thence East 7 rods and 14 feet to the place of beginning.

Also, Homan & Thomas 1st Addition to said Cemetery, the same being a part of the said East half of the Northeast quarter of said Section 9, Township 15, North, Range 1 West.

Also, Homan &. Thomas 2nd Addition to said Cemetery, being a part of the said half quarter section, except the burial lots in said Additions that have heretofore been sold and conveyed.

Also, W. C. Osborn's Addition to said Cemetery, the same also being a part of said half quarter section; except the burial lots therein that have been sold and conveyed.

All of the foregoing being subject to the rights of the owners of the burial lots heretofore sold and conveyed in the walks, driveways, entrances and exits.

Excepting from said real estate, however, the mausoleum building now located on a part thereof and the tract of ground on which it stands, eighty by one hundred feet in size, and also a plot of ground approximately 66 feet in diameter which has been dedicated and is described as the World War Memorial.

That the crypts in the mausoleum building now standing on the above real estate which are covered by said mortgage and have not been sold are as follows:

Crypts 1 to 14 inclusive in Section A, B. C, & D, except crypts 3 and 5 Section D.
Crypts 1 and 2, inclusive and to 14 inclusive in Section E.
Crypts 3 to 10 inclusive in Section F & G.
Crypts 7 to 10 inclusive in Section H.
Crypts 1 to 10 inclusive in Section K. & L.
Crypts 1 to 4 inclusive and 7 to 10 inclusive in Section M.
Crypts 7, 9, and 10 in Section P.
Crypts 9, 6, 12, inclusive in Section R and S.
Crypts 11 and 12 in Section T.
Crypts 8 in Section U.
Crypts 11 and 12 in Section V.

Said Sale to be for CASH.

Said sale to be subject to all the rights of persons who have heretofore acquired any interest in said property or any part thereof and all liens, rights claims and equities which may exist against or in the same except the lien of said mortgage and the bonds issued under and pursuant to and secured by said mortgage and said sale to be free and clear of said lien of said mortgage and the bonds secured by said mortgage. The lien of said mortgage and said bonds and the rights of the holders of said bonds shall attach to and be a lien upon all proceeds derived from the sale of said mortgaged property.

It is further ordered that all of the other assets of said Danville South Cemetery including the mausoleum and the ground upon which it stands, the ground dedicated as a World War Memorial, all accounts receivable, all contracts, crypts No. 2, 3 & 6 Sec. T. Crypts # 13 - Sec. R. S. T. U. V. and Crypts # 14 - Sec. R. S. T. U. V, all choses in action and every asset of every kind or character be offered for cash at said time and place for cash but the same to be offered separate and apart from the property described in said mortgage.

IT IS FURTHER ORDERED, That notice of said sale shall be given by one publication in some newspaper of general circulation published in Hendricks County, Indiana, And that notice of said sale be sent by registered letter to the last known address of each holder of bonds of said Danville South Cemetery Association, secured by said mortgage.

The said Receiver is further ordered to make due report of his proceedings under this order.

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 20th, 1934.

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

SIMON SHORE )
VS ) # 14319
FIRST RURAL LOAN )
AND SAVINGS ASS'N. )

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

THE PEOPLES STATE BANK, )
TRUSTEE, )
VS ) # 13912 ENTRY ON RECEIVER'S FINAL REPORT
CARLETON B. McCULLOCH ) AND DECREE CLOSING TRUST.

Comes now PATRICK J. MORGAN, JR. and submits his final report of the receipts and expenditures as receiver in the above entitled cause; all as evidenced by vouchers of expenditure thereto attached, which said final report is in the words and figures as follows,- (H.I.).

The court having inspected the said final report and the vouchers thereto attached and considered the things reported as having been done therein by said receiver, and having been duly advised in the premises, finds that the period for which said receiver was appointed to act has expired; that the receipts and expenditures as set forth in said report are correct, and the court now approves the same; that the balance of One Dollar, Thirty-One Cents($1.31) reported by said receiver as still remaining on hands should be employed by him in the payment of the servi ces of his attorney in drawing said final report and the entry thereon, and that upon accounting for the said One Dollar, Thirty-One Cents ($1,31) herein ordered, the said receivership should be closed and the said receiver discharged from any further responsibility in connection therewith.

A receipt for the expenditure of said balance of One Dollar, Thirty-One Cents ($1.31) as herein ordered having been duly exhibited to the court, it is now and in all things ordered, adjudged and decreed that said receivership has been fully administered; that all of the receipts coming into the hands of said receiver have been disbursed and accounted for; that the acts and deeds of said receiver, as in said report set forth, are approved; that said receiver is now discharged from any further responsivility in connection with said receivership, and that said receivership is declared fully administered upon and closed.

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

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 now the plaintiff adduces evidence and rests and the

defendant adduces evidence; and the trial of this cause having not been completed, the Court continues the trial of this cause and the November Term, 1934, of the Hendricks Circuit Court, until December 29th, 1934, for further hearing of said cause.

Paul E. Laymon

Paul E. Laymon, 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, December 21st, 1934.

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

ROBERT EVANS )
VS ) # 14431 Judgt vs Pltf. for Costs.
JESSIE RUTH EVANS ) J. D. 16, Page 271.

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 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.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Robert Evans and Jessie Ruth Evans 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, Robert Evans, pay and satisfy the costs of this action, taxed at _____ dollars and _____ cents.

FRANKLIN YOUNG )
VS ) # 14045 Judgt. vs Pltf. for costs.
MARY E. BETZ ) J. D. 16, Page 271.

Comes now the defendant, in person and by counsel, and this cause having been set for trial, and the plaintiff failing to appear, 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, Franklin Young, 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, December 22n, 1934.

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

FRED WELCH )
VS ) # 14427
RICHARD GENTRY )

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.).

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14466
ODA M. UNDERWOOD, ET AL. )

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

STATE OF INDIANA )
VS ) # 7525 Judgt. vs Deft. for $10.00 and Costs.
CECIL HELTON ) J. D. 16, Page 272.

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.

It is, therefore, now adjudged and decreed by the Court that the defendant, Cecil Helton, for the offense by him committed be and he is fined in the sum of $10.00, and that he be 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.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall hereafter behave well.

It is, therefore ordered by the Court that the execution of the sentence herein imposed be suspended during defendant's good behavior, and that said defendant, Cecil Helton, be and he is hereby remanded to jail pending payment of find and costs.

ORDER APPOINTING JURY COMMISSIONERS.

It is ordered by the Court that Henry C. Rodney of the town of Danville, Indiana and Walter A. Strickler of the town of Danville, Indiana, and well known to be of opposite Politics and of good character for intelligence, morality and integrity, be, and they are hereby appointed Jury Commissioners of the Hendricks Circuit Court, of Hendricks County, Indiana, for the year ending December 31st, 1935.

It is further ordered that they be and appear in open court on the 26th day of December, 1934 at 9:00 o'clock A. M., Wednesday, 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 appointed, of their respective appointments.



BROWNSBURG STATE BANK )
VS ) # 14415 Judgt. vs Defts. for $2777.54 and costs.
JOHN T. LEE ) J. D. 16, Page 272.
ELLEN LEE. )

Come now the defendants and file answer, in general denial, which said answer is in words and figures as follows, to-wit: (H.I.)

And comes now the plaintiff, by Chas. V. Sears, its attorney, and come also the defendants, by Harney F. Semones, their attorney, 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 and informed in the premises, finds for the plaintiff, and that the allegations of plaintiff's complaint are true, that the note sued upon herein is now due and that there has been paid the sum of $139.12 interest on said note, and that there is now due and unpaid on said note of principal and interest the sum of $2043.28; and the court further finds that on the 25th day of September, 1934, the plaintiff was obliged to pay and did pay delinquent taxes on the real estate hereinafter described and set out in the complaint herein in the sum of $479.69, and delinquent ditch assessments against said real estate in the sum of $86.99, and that plaintiff was further required to pay the sum of $6.50 to bring the abstract of title to said real estate down to date, and that said sums, together with interest thereon in the amount of $11.08, making a total sum of $584.26, are now due from defendants to this plaintiff and wholly unpaid; and the court further finds that there is due from defendants to this plaintiff the sum of $150.00 as a fee for the services of plaintiff's attorney, and that said sums of $2043.28 due on said note, $584.26 due for advancements and $150.00 attorney's fees, making a total sum of $2777.54, are secured by a mortgage on the real estate hereinafter described and set out in the complaint herein, and that said mortgage is a second mortgage subject only to the lien of the mortgage of the Fletcher Joint Stock Land Bank of Indianapolis, and that plaintiff is entitled to have said mortgage foreclosed and said real estate ordered sold subject to the lien of the said mortgage of the Fletcher Joint Stock Land Bank of Indianapolis; and the court further finds that the plaintiff is entitled to recover of and from the defendants, John T. Lee and Ellen Lee, all of said sums, making a total sum of $2777.54, without relief from valuation or appraisement laws.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendants, John T. Lee and Ellen Lee, the said sum of Two Thousand Seven Hundred Seventy-Seven and 54/100 ($2777.54) Dollars, together with the costs of this action and all accruing costs, without relief from valuation or appraisement laws, and that said judgment bear interest at the rate of 8% per annum from the rendition thereof until paid.

And it is further considered, adjudged, ordered and decreed by the court that the equity of redemption of the defendants, John T. Lee and Ellen Lee, and of all persons claiming from, under or through them, or either of them, in and to the real estate described in the complaint and located in Hendricks County, State of Indiana, and described as follows, to-wit:

The West half of the North East quarter of Section 24, Township 17 North, Range 1 East, containing 80 acres, more or less,

Also, a part of the North East quarter of the South West quarter and a part of the North West quarter of the South East quarter. all in Section 24,

Township 17 North, Range 1 East, bounded and described as follows: Beginning at the Northeast corner of the Northwest quarter of the South East quarter of said Section 24, and running thence West on and along the North line of said North East quarter of the South West quarter and the North West quarter of the South East quarter a distance of 31.622 chains; thence South 18.85 chains; thence East 31.622 chains and to the East line of the North West quarter of the South East quarter; and thence North 18.85 chains to the place of beginning, containing 60 acres, more or less.

be, and the same is, forever barred and foreclosed, and that said described real estate, and all the right, title, interest and claim of said defendants, and of all persons caliming from, under, or through them, or either of them, in and to said real estate, or so much thereof as shall be necessary for that purpose, shall be sold subject to the prior mortgage of Fletcher Joint Stock Land Bank of Indianapolis, by the sheriff of said Hendricks County, State of Indiana, as other lands are sold on execution, said sale to be made without relief from valuation or appraisement laws.

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

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

2nd. To the payment of the amount found due plaintiff on the claim sued upon herein, being the amount of the judgment hereinbefore rendered, together with interest from this date.

3rd. The overplus, if any there be, to be paid by the sheriff to the clerk of this court for the use of the party lawfully authorized to receive the same.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgment, interest, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of said defendants subject to execution, and the sale thereof made 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. Stevenson, Judge.



Monday Morning, December 24th, 1934.

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

LOUISVILLE JOINT STOCK )
LAND BANK )
VS ) # 13945
ALVIA B. PLUNKETT, 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 final report and being duly advised in its premises, now approves the same.

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

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

A. J. Stevenson, Judge.

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( N O C O U R T )



Wednesday Morning, December 26th, 1934.

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

STATE OF INDIANA )
VS ) # 7526
ENOCH HAYNES )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Enoch Haynes, 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 $200.00.

COURT ALLOWANCES FOR NOVEMBER TERM, 1934.

| | |
|---|---|
| Helen Harris, Court Reporter | $ 238.24 |
| Harry Thompson, Jury Commissioner | 3.00 |
| John G. Shelton, Jury Commissioner | 3.00 |
| Frank Tucker, per diem for attending Court | 60.00 |
| Joe Hess | 129.45 |
| Baker & Son | 20.00 |
| Frank Phillips | 7.24 |
| Milburn Scamahorn, Probation Officer | 100.00 |
| Alvin Hall | 25.00 |
| Lawyers Co-operative Publishing Co. | 7.50 |
| C. C. Gillen, Special Judge | 110.00 |
| Charles V. Sears, Special Judge | 20.00 |
| Chase Harding, Special Judge | 40.00 |
| PETIT JURY FOR SEPTEMBER TERM, 1934. | |
| Albert Harlan | 13.60 |
| Bert Tharp | 14.00 |
| Frank Elrod | 16.80 |
| Rolla Rodney | 12.00 |
| W. Edgar Bailey | 14.80 |
| Walter Hendrix | 10.80 |
| Lee Kibbey | 12.90 |
| Alva Ford | 11.70 |
| Crit J. Waters | 14.80 |
| Irvin Henderson | 16.00 |
| Joe Miller | 17.60 |
| Ralph Blanton | 13.20 |
| Carl Sparks | 3.60 |
| Fred Hines | 13.60 |
| Charles Kuhler | 3.70 |
| Glen Leak | 3.60 |
| Olney Phillips | 7.60 |
| Everett Phillips | 8.40 |
| Charles Lux | 4.00 |
| Vern Wolfe | 3.50 |

| | |
|---|---|
| Alva Hocker State of Indiana vs Cleo L Hunt | 7.15 |
| error in mileage paid one way only | |
| J. W. Houseman 26 Meals @ .50 | 13.00 |
| GRAND JURY FOR NOVEMBER TERM, 1934. | |
| Glen Conn | 14.00 |
| Charles Wilcox | 18.50 |
| Carl Davis | 17.50 |
| Victor Burch | 17.50 |
| Everson E. Watson | 22.00 |
| Charles Baker | 12.50 |
| PETIT JURY FOR NOVEMBER TERM, 1934. | |
| Charles Pennington | 4.50 |
| Ernest Rynearson | 3.00 |
| Paul Martin | 3.00 |
| Arthur Masten | 3.90 |
| Benford Bailey | 3.10 |
| Elmer Hornaday | 3.50 |
| Andrew Nichols | 3.90 |
| Edwin Scearce | 2.65 |
| Wayne Kelley | 3.70 |
| Warren Swank | 2.85 |
| Patrick Dugan | 3.90 |
| John Edwards | 2.50 |
| Clifford Rodney | 2.95 |
| Loren Masten | 3.50 |
| Guy E. Beck | 3.20 |
| Otto Whicker | 3.50 |
| T O T A L | $ 1155.43 |

Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present term of court be continued to the January Term, 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 28th day of December, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7525
CECIL HELTON )

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Cecil Helton, in his own proper person, and it appearing to the Court that the defendant has violated the conditions under which sentence was suspended, the Court now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Cecil Helton, be and he is hereby committed to the Indiana State Penal Farm for a period of ninety days.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 29th day of December, 1934, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7475
CHARLES E. CLAY )

Comes now the State of Indiana, by John A, Kendall, prosecuting attorney, and bench warrant is ordered issued for the arrest of the defendant, Charles E. Clay, to the Sheriff of Hendricks County, Indiana.

Attest: Frank Tucker Clerk.

Saturday, December 29th, 1934, An Adjourned Term of the November Term, 1934.

Court met pursuant to order of Court duly entered in this cause on December 20th, 1934, continuing the November Term, 1934, of this Court to complete the trial of the cause now in hearing.

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

Come now the parties and proceed further with the trial of this cause pursuant to an adjourned Term of this Court./ Plaintiff amends stipulation. Defendants adduce further evidence. Defendants rest. Plaintiff rests. Cause taken under advisement pending argument on Monday, January 7th, 1935.

Paul E. Laymon

Paul E. Laymon, Special Judge.



VACATION

BE IT REMEMBERED, That on the 31st day of December, 1934, the same being in Vacation of the Hendricks Circuit Court before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

DORTHA WILMA FITCH )
VS ) # 13005
RUSSELL FITCH )

Dortha Wilma Fitch Needleman, having this day filed in this court her affidavit and information by which it appears that on the ___ day of _____ 1930, in the Hendricks Circuit Court of Hendricks County, Indiana, said defendant, Russell Fitch was ordered to pay to the Clerk of the Hendricks Circuit Court, for the support and maintainance of their two children, the sum of $10.00 per week, when both of said children was living with with plaintiff, and the sum of $5.00 per week, when but one of said children was living with plaintiff, and the care and custody having been given to plaintiff in said proceedings, and said affidavit and information further showing that no amount has been paid by the said Russell Fitch in compliance with said order since the ____day of _____1931.

It is therefore ordered by the court that Russell Fitch be and appear in this court on the 7th day of January, 1935, at 9 o'clock A. M. to show cause, if any he might have, why he should not be attached and punished for contempt of court.

The Clerk of the Hendricks Circuit Court is hereby directed to issue a copy of this order to the Sheriff of Marion County to be served upon said defendant who now resides at 301 W. New York St., Indianapolis, Ind. and works at the National Matress Co., 806 North Senate Ave., Indianapolis, Ind.

Attest: Frank Tucker, Clerk.

GRAND AND PETIT JURORS, DRAWN FOR THE JANUARY TERM, 1935.

BE IT REMEMBERED, That on the 31st day of December, 1934, Henry C. Rodney and W. P. Strickler 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, 1935 of this court, viz:

Herbert Harvey ---------- Clay Township
Ralleigh McCoun---------- Center Township
Wm. Dugan ---------- Brown Township
Geo. Kirtley ---------- Eel River Township
W. F. Holloway ---------- Brown Township
Chester Parsons ---------- Washington 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, 1935 of this court, viz:

1. Fred Hobbs -------- Guilford Twp.
2. Clark Sellars ----- Guilford Twp.
3. Orville Dyer ------ Clay Twp.
4. Omer Smith -------- Lincoln Twp.
5. Henry Long -------- Brown Twp.
6. Leslie Stout ------ Liberty Twp.
7. Wm. Herdrick ------ Lincoln Twp.
8. Thomas L. Burns ---- Lincoln Twp.
9. Wesley Price ------- Washington Twp.
10. Nester C. Brown ---- Union Twp.
11. S. L. McKee -------- Washington Twp.
12. M. E. Leak --------- Union Twp.
13. Wm. Mackey --------- Center Twp.
14. Wm. Newman --------- Center Twp.

15. Earl Thompson ------ Union Twp.
16. Henry Clay --------- Eel River Twp.
17. O. M. Overstreet --- Union Twp.
18. Walter Rader ------- Guilford Twp.
19. Paul Martin -------- Eel River Twp.
20. Nathaniel Turley --- Brown Twp.
21. Janis Edwards ------ Clay Twp.
22. Lee Worrell -------- Liberty Twp.
23. A. H. Davis ------ Union Twp.
24. W. H. Hughs ------ Marion Twp.
25. Earl Blair ------- Washington Twp.
26. J. J. Gambold ---- Clay Twp.
27. Herman Heavin ---- Marion Twp.
28. Evart Watson ----- Middle Twp.
29. C. H. Walters ---- Middle Twp.
30. Morton West ------ Liberty Twp.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

STATE OF INDIANA
SS:
HENDRICKS COUNTY

I, Albert H. Shane, Sheriff of Hendricks County, State of Indiana, do hereby appoint Ray Grimes, of said County and State aforesaid Deputy Sheriff of Hendricks County, Indiana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Danville, Indiana, this 1st day of January, A. D., 1935.

Albert H. Shane
Sheriff of Hendricks County.

STATE OF INDIANA
SS:
HENDRICKS COUNTY

I, Ray Grimes, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Indiana, and that I will in all things to the best of my skill and ability faithfully and honestly discharge my duties as Deputy Sheriff of Hendricks County, so help me God.

Ray Grimes

Subscribed and sworn to before me this 1st day of January, 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.
By
Deputy Clerk.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

STATE OF INDIANA
SS:
HENDRICKS COUNTY,

Appointment of deputy Recorder
Hendricks County, Indiana.

BE IT REMEMBERED, that on the first day of January A. D. 1935, Cora Vestal Recorder of Hendricks County, State of Indiana, filed in the office of the Clerk of Hendricks Circuit Court her written appointment of Ernestine Blair, as deputy Recorder of Hendricks County in the State of Indiana.

And the said Ernestine Blair appeared before the Clerk of the Hendricks Circuit Court and took and subscribed the oath required by law, said written appointment and oath being in the words and figures following to wit:

STATE OF INDIANA
HENDRICKS COUNTY, SS:

I, Cora Vestal, Recorder of Hendricks County, within and for said County and State aforesaid do hereby appoint Ernestine Blair of said County and State, Deputy Recorder of Hendricks County, State of Indiana.



IN WITNESS WHEREOF I have hereunto subscribed my name and seal at the office of the Clerk of Hendricks Circuit Court this first day of January A. D. 1935.

Cora B. Vestal
Recorder of Hendricks County.

STATE OF INDIANA
HENDRICKS COUNTY, SS:

I, Ernestine Blair, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Indiana, and that I will in all things, to the best of my skill and ability Faithfully and Honestly discharge my duties as deputy Recorder of the said Hendricks County, so help me God.

Ernestine Blair

Subscribed and sworn to before me this the first day of January A.D. 1935.

(SEAL)

Frank Tucker
CLERK HENDRICKS CIRCUIT COURT.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

STATE OF INDIANA, HENDRICKS COUNTY, SS:

APPOINTMENT OF DEPUTY CLERK.
HENDRICKS CIRCUIT COURT.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, Frank Tucker, Clerk of the Hendricks Circuit Court of Hendricks County, Indiana, filed in the office of said Clerk, of said court, his written appointment of Anne Tucker, as Deputy Clerk of said Court.

And the said Anne Tucker thereupon appeared before the Clerk of the said court and took and subscribed the Oath required by law, said written appointment and oath being in the words and figures, following, to-wit:

STATE OF INDIANA, HENDRICKS COUNTY, SS:

I, Frank Tucker, Clerk of the Hendricks Circuit Court, within and for said county and state aforesaid, do hereby appoint Anne Tucker, of said county and State, Deputy Clerk of said Hendricks Circuit Court.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said court, at my office in the town of Danville, Indiana, this 1st day of January, 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

I, Anne Tucker, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Indiana, and that I will in all things, to the best of my skill and ability, faithfully and honestly discharge my duties as deputy faithfully and honestly discharge my duties as deputy Clerk of the said Hendricks Circuit Court, so help me GOD.

Anne Tucker

Subscribed and sworn to before me this 1st day of January, A.D. 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

APPOINTMENT OF DEPUTY CORONER

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

I, Charles Rawleigh Baker, Coroner of Hendricks County, do hereby appoint, Mount E. Frantz of said county and state, Deputy Coroner for Hendricks County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of January, 1935.

Charles Rawleigh Baker
Coroner of Hendricks County.

OATH OF DEPUTY CORONER.

I, Mount E. Frantz M.D., do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will in all things, to the best of my skill and ability, faithfully and honestly discharge my duties as Deputy Coroner of HendricksCounty, so help me God.

Mount E. Frantz M.D.

Subscribed and sworn to before me this 1st day of January, 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

APPOINTMENT OF DEPUTY CORONER

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

I, Charles Rawleigh Baker, Coroner of Hendricks County, do hereby appoint, Carl B. Parker of said county and state, Deputy Coroner for Hendricks County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of January, 1935.

Charles Rawleigh Baker
Coroner of Hendricks County.

OATH OF DEPUTY CORONER.

I, Carl B. Parker, do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will in all things, to the best of my skill and ability, faithfully and honestly discharge my duties as Deputy Coroner of Hendricks County, so help me God.

Carl B. Parker

Subscribed and sworn to before me this 1st day of January, 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.



BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following was filed in this office for record, to-wit:

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

APPOINTMENT OF SECOND DEPUTY CLERK
HENDRICKS CIRCUIT COURT

BE IT REMEMBERED, That on the 1st day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, Frank Tucker, Clerk of the Hendricks Circuit Court of Hendricks County, Indiana, filed in the office of said Clerk, of said court, his written appointment of Leora Comer, as Second Deputy Clerk of said court.

And the said Leora Comer thereupon appeared before the Clerk of the said court and took and subscribed the Oath required by law, said written appointment and oath being in the words and figures following, to-wit:

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

I, Frank Tucker, Clerk of the Hendricks Circuit Court, within and for said county and state aforesaid, do hereby appoint Leora Comer, of said county and State, Second Deputy Clerk of said Hendricks Circuit Court.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said court, at my office in the town of Danville, Indiana, this 1st day of January, 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

I, Leora Comer, do solemnly swear, that I will support the Constitution of the United States, the Constitititution of the State of Indiana, and that I will in all things, to the best of my skill and ability, faithfully and honestly discharge my duties as second deputy faithfully and honestly discharge my duties as Second Deputy Clerk of the said Hendricks Circuit Court, so help me GOD.

Leora Comer

Subscribed and sworn to before me this 1st day of January, A. D. 1935.

(SEAL)

Frank Tucker
Clerk Hendricks Circuit Court.

BE IT REMEMBERED, That on the 2nd day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

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

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

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7528
ARTHUR HAMILTON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Arthur Hamilton, in his own proper person, 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 this cause under advisement and said defendant is committed to Jail.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 2nd day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7475
CHARLES E. CLAY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the above named defendant, Charles E. Clay, in his own proper person, and said defendant now before the Judge in Vacation enters his plea of guilty to the above charges and also additional acts of like character.

And now said defendant is committed to Jail, and this cause is continued until 9:00 o'clock A. M. Thursday, January 3rd, 1935.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 3rd day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

GOLDMAN STORES CORP. )
VS ) # 14325
CHARLES V. BLACK AND ) ORDER IN GARNISHMENT
THE NEW YORK CENTRAL )
RAILROAD CO. )

To the Clerk of the Hendricks Circuit Court:

You are hereby ordered to issue an execution in garnishment in the above entitled cause against ten per cent of the wages, salary or earnings of the defendant in said cause due and to become due him from The New York Central Railroad Company, a corporation, which is hereby made garnishee defendant in said cause.

A. J. Stevenson
JUDGE HENDRICKS CIRCUIT COURT

Attest: Frank Tucker, Clerk.



BE IT REMEMBERED, That on the 4th day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7528 Judgt. vs Deft. for $10.00 fine and costs.
ARTHUR HAMILTON ) J. D. 16, Page 273.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Arthur Hamilton, in his own proper person, and the said defendant having heretofore plead guilty as charged in the affidavit, and the Court now being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Arthur Hamilton, for the offense by him committed, be and he is fined in the sum of $10.00, and that he be and he is imprisoned in the State Penal Farm for a period of ninety days, and that he pay the costs of this action, taxed at _____ dollars and _____ cents.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 4th day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7475 Judgt. vs Deft. for Costs.
CHARLES E. CLAY ) J. D. 16, Page 273.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Charles E. Clay, in his own proper person, and the said defendant having heretofore plead guilty as charged in the affidavit, and the Court now being duly advised, finds that the defendant is nineteen years of age, and now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Charles E. Clay, be and he is hereby committed to the Custody of the Board of Trustees of the Indiana Reformatory for a period of not less than one year nor more than ten years, and that he pay the costs of this action, taxed at _____ dollars and _____ cents.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 5th day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7504
VIRGIL SNYDER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Virgil Snyder, in his own proper person, who being duly arraiged before the Judge in Vacation, for his plea says that he is not guilty as charged in the affidavit.

And now the Judge fixes the defendant's bond at $500.00.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 5th day of January, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

GEORGE MILLER )
VS ) # 14462 Judgt. vs Pltf. for Costs.
SUP'T. OF THE ) J. D. 16, Page 273.
INDIANA BOYS' SCHOOL )

Come now again the parties, in person and by counsel, and before the Court in Vacation, the petitioner files third amended petition, which third amended petition is in the words and figures following, to-wit: (H.I.). And now the defendant files motion to quash the third amended petition for writ of Habeas Corpus, 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 petitioner duly objects and excepts.

It is, therefore, now adjudged and decreed by the Court that the petition for writ of Habeas Corpus, be, and the same is hereby denied, all at costs of petitioner.

And now the petitioner, George Miller, prays an appeal to the Indiana Supreme Court. And the Court being duly advised, now grants said appeal and thirty days are given to file Bill of Exceptions, said appeal being granted without bond for costs.

Attest: Frank Tucker, Clerk



Monday Morning, January 7th, 1935.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the January Term, 1935, which term of court was begun and continued at the Court House in the town of Danville, in the County and State aforesaid, commencing on Monday the 7th day of January, 1935, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, Prosecuting Attorney,
Albert H. Shane, Sheriff,
Frank Tucker, Clerk.

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

IMPANELLING THE PETIT JURY FOR THE JANUARY TERM, 1935.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for jury service in the Hendricks Circuit Court on Tuesday, January 8th, 1935.

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

Come now the parties, by counsel, and present oral argument in this cause.

And the Court having heard said argument, now takes said cause under advisement.

Paul E. Laymon.
Paul E. Laymon, Special Judge.

PACIFIC STATES FIRE )
INSURANCE COMPANY )
VS ) # 12534 Judgt. vs Pltf. for Costs.
UNION INSURANCE ) J. D. 16, Page 274.
COMPANY OF INDIANA. )

On motion of the Court this cause is 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, Pacific States Fire Insurance Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

IN RE PETITION OF FRANK )
ARNOLD, ET AL. ) # 12543 Judgt. vs Pltf. for Costs.
FOR DISANNEXATION OF LAND ) J. D. 16, Page 274.

On motion of the Court this cause is 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 plaintiffs, Frank Arnold, William C. Wilcox and Malinda Simms, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

IN RE PETITION OF HARVEY McCLELLAN) # 12544 Judgt. vs Petitioner for Costs.
FOR DISANNEXATION OF LAND. ) J. D. 16, Page 274.

On motion of the Court this cause is dismissed for want of prosecution at the cost of the petitioner.

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 petitioner, Harvey McClellan, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

IN RE OF D. C. JOHNSON, )
ET AL. ) # 12545 Judgt. vs Petitioners for Costs.
FOR DISANNEXATION OF LANDS ) J. D. 16, Page 274.

On motion of the Court this cause is dismissed for want of prosecution at the cost of the petitioners.

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 petitioners, D. C. Johnson and Notie Johnson, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

AUGUST C. GANSZ )
VS ) # 13362 Judgt. vs Pltf. for Costs.
C. E. MAYHALL WHOSE ) J. D. 16, Page 275.
CHRISTIAN NAME IS )
UNKNOWN, ET AL. )

On motion of the Court this cause is 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, August C. Gansz, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

ERNEST E. FARROW )
VS ) # 13393 Judgt. vs Pltf. for Costs.
RICHARD NOLAND ) J. D. 16, Page 275.

On motion of the Court this cause is 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, Ernest E. Farrow, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.



GEORGE E. EASLEY )
VS ) # 13587 Judgt. vs Pltf. for Costs.
A. EMMETT BLY, ) J. D. 16, Page 275.
JOSEPH BLY, )
JUANITA L. BLY, & )
LYDIA ANN BLY )

On motion of the Court this cause is 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, George E. Easley, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

STATE OF INDIANA )
VS ) # 7402
ELBERT KERNODLE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the arrest of the above named defendant, Elbert Kernodle, to the Sheriff of Hendricks County, Indiana.

STATE OF INDIANA )
VS ) # 7367
STERLING STRINGER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and the Court orders bench warrant issued for the arrest of the above named defendant, Sterling Stringer, to the Sheriff of Hendricks County, Indiana.

CLARA ROBERTS )
VS ) # 14386
GLENN DURHAM, )
AND WALTER C. SHELTON, )
ETC. )

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before January 15th, 1935.

CENTRAL STATES LIFE INSURANCE )
COMPANY )
VS ) # 14103
CLARENCE V. EDMONDSON, ET AL. )

Comes now the receiver, herein and files his final report, which report is in the words and figures following, to-wit: (H.I.). And the Court having 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.

THOMAS LEWIS, ETC. )
VS ) # 13591 Judgt. vs Pltf. for Costs.
T. W. VOLLMER, ETC. ) J. D. 16, Page 275

On motion of the Court, this cause is 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, and the plaintiff, Thomas Lewis, doing business under the firm name and style of the T. J. Lewis Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ANNA B. LANGTON, DOING )
BUSINESS IN THE NAME OF )
HOME LUMBER COMPANY )
VS ) # 13663 Judgt. vs Pltf. for Costs.
SAMUEL BROWN ) J. D. 16, Page 276.

On motion of the Court, this cause is 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, and the plaintiff, Anna B. Langton, doing business in the name of Home Lumber Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LINCOLN TOWNSHIP BOARD )
OF FINANCE OF HENDRICKS )
COUNTY, INDIANA. )
VS ) # 13676 Judgt. vs Pltf. for Costs.
CLEO L. HUNT, ET AL. ) J. D. 16, Page 276.

On motion of the Court, this cause is 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, and the plaintiff, Lincoln Township Board of Finance of Hendricks County, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

BROWNSBURG CORPORATION )
BOARD OF FINANCE )
VS ) # 13677 Judgt. vs Pltf. for Costs.
CLEO L. HUNT, ET AL. ) J. D. 16, Page 276.

On motion of the Court, this cause is 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, and the plaintiff, Brownsburg Corporation Board of Finance, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.



BALDWIN PIANO CO. )
VS ) # 13901 Judgt. vs Pltf. for Costs.
RUTH LOCKHART WALKER ) J. D. 16, Page 276.

On motion of the Court, this cause is 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, and the plaintiff, Baldwin Piano Co., is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ADLINE COMBS )
VS ) # 13986
INDIANA RAILROAD )

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.

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

Come now the parties, by counsel, and the Court having seen and examined the motion to set aside the judgment, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendants duly object and except.

GUY MARLETTE )
VS ) # 14297 Judgt. vs Pltf. for Costs.
HARRY BINGHAM BOOKER ) J. D. 16, Page 277.

Comes now the plaintiff, by counsel, and files motion for dismissal, 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 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, Guy Marlette, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

MINNIE E. SIMMONS, )
EXECUTRIX OF THE ESTATE )
OF JAMES S. MONTGOMERY. )
VS ) # 14384
HAZEL WILSON, ET AL. )

Comes now the plaintiff, by counsel, and upon her 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.

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH ET AL. FOR )
THE REPAIRING, STRAIGHTENING, ) # 14456
BUILDING TILE AND COVERING THE )
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP. )

Come now the viewers and surveyor, by counsel, and files petition for extension of time of report for viewers and surveyor, 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 extends the time for filing report to February 2nd, 1935.

MARY G. AGNEW )
VS ) # 14476 ENTRY FOR CLERK.
WALTER S. AGNEW )

Comes now the plaintiff, Mary G. Agnew, plaintiff in the above entitled cause and shows to the Court that Walter S. Agnew, the defendant, had been duly summonsed and that said defendant had also been duly notified of the application made by this plaintiff for an allowance and application for a reasonable sum with which to prosecute her suit, and for the support and maintenance of herself and child during the pendency of this action.

And the Court, examining the summons and the return thereon to said complaint, and also to notice of application for allowance, which summons and notice is in the following words and figures, to-wit: (H.I.), and finds that proper and legal notice had been given and that defendant failing to appear, the defendant is now loudly called in open Court and comes not and herein wholly makes default, and the Court now hearing evidence, finds that the sum of Five ($5.00 ) Dollars per week should be paid by said defendant, to support said plaintiff and her child during the pendency of this action.

It is therefore ordered by the Court that defendant, Walter S. Agnew, is hereby directed and ordered to pay into the Clerk's office of this Court on the 12th. day of January, 1935, for the use of the plaintiff the sum of Five ($5.00) Dollars, and is also ordered and directed to pay to said Clerk the sum of Five ($5.00) Dollars each week thereafter.

DOROTHA WILMA FITCH )
VS ) # 13005
RUSSELL FITCH )

Come now the parties, in person and by counsel, and the Court having heard the evidence on petition to show cause, now takes this cause under advisement until 9:00 o'clock A. M., Saturday, January 12th, 1935, and the defendant is ordered to report back at that time.





WILLIAM RIESER ) JUDGMENT AND DECREE OF FORECLOSURE
VS ) # 14349 Judgt. vs Deft., Lucile H. Bechert, for $3416.30 and costs.
LUCILE H. BECHERT, ET AL. ) J. D. 16, Page 277.

Comes now the plaintiff, William Rieser, by his attorneys, Faust and Faust, and comes also the defendants, Lucile H. Bechert, by her attorney, Harry C. Hendrickson; Robert S. Stewart, doing business as Stewart's Garage, by his attorneys, Owens & Heaton; and Dr. R. Hippensteel, whose Christian name is unknown, by his attorney, Charles W. Holder; Roy Wilmeth Company by Carey & Cox, its attorneys, and Albert Schad, by his attorney, Edward Doyle, and now the defendants Robert S. Stewart, doing business as Stewart's Garage, Dr. R. Hippensteel, whose Christian name is unknown, Roy Wilmeth Company, and Albert Schad file answer to plaintiff's complaint, which reads in the words and figures following: (Here insert)
And this cause being at issue is submitted to the court for trial without the intervention of a jury, and the court having heard the evidence and the argument of counsel 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 defendant, Lucile H. Bechert, on the notes sued upon in the complaint the sum of THIRTY-ONE HUNDRED SIXTEEN and 30/100 Dollars ($3116.30), and the further sum of three hundred Dollars ($300.00) as fees for services of plaintiff's attorneys and which sum plaintiff is entitled to recover from said defendant, Lucile H. Bechert, together with costs of this action, all without relief from valuation or appraisement laws; and the court further finds that said sums are secured by a mortgage upon the real estate described in plaintiff's complaint and that said mortgage is the first lien upon said real estate to the extent of said sums and that plaintiff is entitled to have said mortgage foreclosed as against all of the defendants herein and said real estate sold, and that all of the allegations set forth in plaintiff's complaint are true.

And the court finds for the defendant, Robert S. Stewart, doing business as Stewart's Garage, on his answer and that the allegations thereof are true and that there is due said defendant, Robert S. Stewart, doing business as Stewart's Garage, from George Bechert the sum of Forty-two and 03/100 ($42.03) Dollars being the judgment which he recovered against said George Bechert in Cause No. 13803 in the Municipal Court of Marion County, Indiana on the 15th day of March, 1929 and that said judgment in said amount is a lien against two-ninths (2/9) interest of the real estate described in plaintiff's complaint and as described in this decree, being the interest which the said George Bechert inherited from his father, Edward F. C. Bechert, Deceased, and that said judgment is a junior lien upon the real estate described in the complaint and as hereinafter described, junior to the lien of plaintiff's said mortgage and that said defendant, Robert S. Stewart, doing business as Stewart's Garage, is entitled to have said judgment enforced against the said two-ninths (2/9) interest of the said George Bechert in and to said real estate and which was conveyed to the defendant, Lucile H. Bechert, subject to the mortgage of the plaintiff.

And the court finds for the defendant, Dr. R. Hippensteel, whose Christian name is unknown, on his answer and that the allegations thereof are true and that there is due said defendant, Dr. R. Hippensteel, whose Christian name is unknown, from George Bechert the sum of Thirty-three and 72/100 ($33.72) Dollars being the judgment which he recovered against said George Bechert in Cause No. 17418 in the Municipal Court of Marion County, Indiana on the 4th day of September, 1929 and that said judgment

in said amount is a lien against two-ninths (2/9) interest of the real estate described in plaintiff's complaint and as described in this decree, being the interest which the said George Bechert inherited from his father, Edward F. C. Bechert, Deceased, and that said judgment is a junior lien upon the real estate described in the complaint and as hereinafter described, junior to the lien of plaintiff's said mortgage and that said defendant, Dr. R. Hippensteel, whose Christian name is unknown, is entitled to have said judgment enforced against the said two-ninths (2/9) interest of the said George Bechert in and to said real estate and which was conveyed to the defendant, Lucile H. Bechert, subject to the mortgage of the plaintiff.

And the court finds for the defendant, Roy Wilmeth Company, on its answer and that the allegations thereof are true and that there is due said defendant, Roy Wilmeth Company, from George Bechert the sum of Thirty-three and 21/100 ($33.21) Dollars being the judgment which he recovered against said George Bechert in Cause No. 20655 in the Municipal Court of Marion County, Indiana on the 8th day of January, 1930 and that said judgment in said amount is a lien against two-ninths (2/9) interest of the real estate described in plaintiff's complaint and as described in this decree, being the interest which the said George Bechert inherited ffom his father, Edward F. C. Bechert, Deceased, and that said judgment is a junior lien upon the real estate described in the complaint and as hereinafter described, junior to the lien of plaintiff's said mortgage and that said defendant, Roy Wilmeth Company, is entitled to have said judgment enforced against the said two-minths (2/9) interest of the said George Bechert in and to said real estate and which was conveyed to the defendant, Lucile H. Bechert, subject to the mortgage of the plaintiff.

And the court finds for the defendant, Albert Schad, on his answer and that the allegations thereof are ture and that there is due said defendant, Albert Schad, from George Bechert the sum of Thirty-three and 32/100 ($33.32) Dollars being the judgment which he recovered against said George Bechert in Cause No. 34610 in the Municipal Court of Marion County, Indiana on the 3d day of November, 1931 and that said judgment in said amount is a lien against two-ninths (2/9) interest of the real estate described in plaintiff's complaint and as described in this decree, being the interest which the said George Bechert inherited from his father, Edward F. C. Bechert, Deceased, and that said judgment is a junior lien upon the real estate described in the complaint and as hereinafter described, junior to the lien of plaintiff's said mortgage and that said defendant, Albert Schad, is entitled to have said judgment enforced against the said two-ninths (2/9) interest of the said George Bechert in and to said real estate and which was conveyed to the defendant, Lucile H. Bechert, subject to the mortgage of the plaintiff.

It is therefore considered and adjudged by the court that the plaintiff have and recover of and from said defendant, Lucile H. Bechert, the said sum of Thirty-four Hundred Sixteen and 30/100 ($3,416.30) Dollars, together with costs of this action and all accruing costs, without relief from valuation or appraisement laws.

And it is further considered, adjudged and decreed by the court that the equity of redemption of the defendants, Robert S. Stewart, doing business as Stewart's Garage, Dr. R. Hippensteel, whose Christian name is unknown, the Roy Wilmeth Company, and Albert Schad, and all of the persons claiming from, under, or through them in and to the real estate described in the complaint lying and being in the County of Marion, State of Indiana, and described as follows, to-wit:



Lot numbered Twelve (12) in Hadley's Grand View Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book No. 10, Page 95 of the Records of the Recorder's Office of Marion County, 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 of persons claiming from, under, by or through them in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of the County of Marion, 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 the costs and accruing costs herein.

SECOND: To the payment of the amount found due plaintiff on the claim sued upon herein, being the amount of the judgment hereinbefore rendered, viz.:
Thirty-four hundred Sixteen and 30/100 ($3,416.30) Dollars, together with interest thereon from this date, at the rate of eight (8%) per annum.

THIRD: The overplus, if any there be, to be paid by the Sheriff to the Clerk of this court for the use of the party, or parties, lawfully entitled and authorized to receive the same under the terms of this decree.

It is further ordered, adjudged and decreed by the court that upon the making of said sale the Sheriff shall, as the law requires, issue to the purchaser a Sheriff's Certificate of Sale for the real estate so sold which shall, unless said real estate be redeemed from said sale, entitle said purchaser to a Deed to said real estate to which it applies, upon the expiration of the period of redemption provided by the Statutes of the State of Indiana.

That upon the expiration of said period of redemption, if there shall be no redemption, the Sheriff of Marion County, Indiana shall execute to the person, or persons, entitled thereto a Deed of Conveyance to the real estate so sold and not redeemed;

That the defendants to this suit and all persons claiming from, under, by, or through them or any of them then in possession of said real estate, or of any part thereof, upon demand and on the exhibition of said Sheriff's Deed of Conveyance, or of a certified copy thereof, shall forthwith surrender to the grantee or grantees of such Deed of Conveyance, or his, and/or its assigns, the full possession of said real estate and this cause shall remain on the docket for the enforcement of this order of possession.

In the event said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgments, principal, interest and cost of the plaintiff, the residue of said judgments so remaining unpaid shall be made out of the goods and chattels, lands and tenements of said defendant, Lucile H. Bechert, subject to execution and the sale thereof shall be made without any relief from valuation or appraisement laws.

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

L. J. Stevenson, Judge.

Tuesday Morning, January 8th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA
SS:
COUNTY OF HENDRICKS

COURT NO. 14462

In the Hendricks Circuit Court

George Miller

-vs-

PRECIPE

Superintendent of Indiana Boys' School

To the Clerk of the Hendricks Circuit Court:

You are hereby requested and directed to prepare a transcript of the record of the proceedings in the above entitled cause and to include therein only:

-1-

A copy of the writ of Habeas Corpus and service thereof.

-2-

The petitioner's 3rd ammended verified application for a writ of Habeas Corpus.

-3-

The defendant's motion to quash petitioner's 3rd ammended writ of Habeas Corpus, exceptions thereto including all order book entries, of all orders and rulings, and the final judgment in the above entitled cause, and certify to the same, to be used on appeal to the Supreme Court in the State of Indiana.

Robert A Buhler

ATTORNEY FOR PETITIONER

INEZ LOWDER )
VS ) # 13977
PITTSBORO WATER CO. )

Comes now the Pittsboro Water Company, by counsel, and tenders and pays the obligations above stated.

And the Clerk of this Court is now directed to deliver property turned to him by the receiver to the Pittsboro Water Company.

JACOB MANLEY HOBSON )
VS ) # 14457
WILLIAM WILSON )

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: Orville Dyer, Omer Smith, Henry Long, Leslie Stout, William Herdrick, Thomas L. Burns, Wesley Price, Nester C. Brown, S. L. McKee, M. E. Leak, William Mackey and William Newman, twelve good and lawful men, house-holders 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 laws and evidence introduced.

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,



January 9th, 1935.

STATE OF INDIANA, EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER. )
VS ) # 13810 (This entry is of January 7th, 1935.)
CLAYTON BANK AND TRUST CO. )

Comes now the receiver, by counsel, and files petition to set aside judgment allowing claim of Georgia Rodenbeck, as preferred, which petition is in the words and figures following, to-wit: (H.I.).

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

A. J. Stevenson, Judge.

Wednesday Morning, January 9th, 1935.

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 January 21st, 1935.

CLAUDE C. HARSHBARGER )
VS ) CAUSE NO. 14363 E N T R Y
HAROLD K. BACHELDOR )

Comes now again the defendant and files his appeal bond herein with surety, which has heretofore been approved by the court, which appeal bond is in the words and figures as follows, to-wit: (H.I.)

And at the same time the defendant, and within the time fixed by the court for filing the same, now presents his bill of exceptions containing the evidence and rulings relating thereto, made in the court of the trial, and asks that the same be examined and signed by the Judge and made a part of the record of this cause.

And the court having examined said bill of exceptions and finding that the same were presented within the time fixed by the court, the same is now signed by the Judge and filed as a part of the record herein, (here the Clerk will insert said Bill of Exceptions as filed herein containing the evidence and any rulings thereon.).

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

IN THE HENDRICKS CIRCUIT COURT
JANUARY TERM, 1935
CAUSE NO. 14363

CLAUDE C. HARSHBARGER
VS
HAROLD K. BACHELDOR

P R A E C I P E

TO THE CLERK OF THE HENDRICKS CIRCUIT COURT, STATE OF INDIANA.

You are hereby directed to prepare a transcript of the record for an appeal to the Appellate Court of Indiana in Cause #14363, in the Circuit Court of said Courty of Hendricks, State of Indiana, entitled "Claude C. Harshbarger vs Harold K. Bacheldor, et al.," in which final judgment was rendered on the _____day of October, 1934, and to include therein the entire record including Original bill of Exceptions containing the evidence and rulings relating thereto, except you may omit the original complaint except that you will note the date of filing of said original complaint.

Bacheldor & Bacheldor
Edgar M. Blessing
Attorneys for Defendant.

JACOB MANLEY HOBSON )
VS ) # 14457
WILLIAM WILSON )

Come now again 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., Friday, January 11th, 1935.

FRED WELCH )
VS ) # 14427
RICHARD GENTRY )

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 the parties agree upon Putnam County, Indiana, and the Court now sends said cause on change of venue to Putnam County, Indiana, and the defendant is given five days in which to pay the costs and perfect the change.

HARRY KASTAN, )
VS ) # 13937 ORDER AND NOTICE TO DEFENDANT
BERTHA KASTAN. )

Bertha Kastan, having this day filed her verified petition alleging that on the 5th day of March 1934, the plaintiff was ordered to pay the sum of fifteen hundred dollars ($1500.00) alimony in installments; the first payment to be $150.00 on March 15th, 1934 and the sum of $75.00 on the 15th day of each month thereafter until the entire sum of $1500.00 is fully paid, and was also ordered to give bond, as provided by law, to the approval of this court to secure the payment of alimony provided in said Order. That the plaintiff has failed and refused to comply with said Court Order.

IT IS THEREFORE ORDERED That the plaintiff, Harry Kastan, appear in Hendricks County Circuit Court, at the Courthouse in the City of Danville, Indiana, on January 18th - 1935, at 9:30 o'clock A. M. of said day and show cause, if any he may have, why he should not be attached and punished for Contempt of Court.

DATED
JANUARY 9 - 1935

Chas. V. Sears,
SPECIAL JUDGE OF THE HENDRICKS COUNTY CIRCUIT COURT.

Chas. V. Sears
Chas. V. Sears, 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, January 10th, 1935.

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

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

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion for change of venue, heretofore filed, and being duly advised in its premises, now sustains the same.

Chase Harding, Special Judge.

SARAH ANDREW )
VS ) # 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

Come now again the parties, in person and by counsel, and the plaintiff files motions to strike out each fifth paragraph of answer, which motions are in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motions, now takes the same under advisement. And now the said plaintiff files replies to each fifth paragraph of answer, which replies are in the words and figures following, to-wit: (H.I.).

And this cause now being at issue, the same is 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, also each defendant files request for special finding of facts and conclusions of law, which requests are in the words and figures following, to-wit: (H.I.).

The Court having heard a part of the evidence in this cause, the same is continued until 9:00 o'clock A. M. Saturday, January 12th, 1935.

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 11th, 1935.

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 sent on change of venue to Putnam County, Indiana, and the defendant is given five days in which to pay the costs and perfect the change.

Courtland C. Gillen, Special Judge

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

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

MARTIN FEENEY, ET AL )
VS ) # 13941 - Decree Modifying the Former
JULIA FEENEY, ET AL. ) Order of Sale.

Come now the parties herein, and comes also John T. Hume, Commissioner of Sale, and present and file a verified petition for the modification of the former order of the court and that the court order the sale of the real estate in these preceedings heretofore ordered sold at public sale, after giving notice thereof, which verified petition is in the following words and figures, to wit: (H.I.).

And the court, having examined said verified petition and being duly advised and informed in the premises, finds that the prayer of said petition should be granted and that said real estate, as heretofore in these proceedings ordered sold, should be sold, in the interests of the several owners thereof, at public sale after giving notice of such sale.

It is therefore ordered and adjudged by the court that the real estate, heretofore in these proceedings ordered sold, shall be sold by the Commissioner of Sale at public sale for not less than two thirds of its appraised value.

And the court orders and adjudges that notice of such sale be given by publication for two weeks and that notices of such sale be posted in not less than five public places in the neighborhood of such real estate.

It is adjudged that the former order of the court be modified to this extent, but that in all other respects said former order and decree of court be and remain in full force and effect.

And said Commissioner is ordered to make a full report of his doings herein, and further proceedings herein are continued.

CARL RIECHEL, ADMINISTRATOR, ETC. )
VS ) # 14312 Judgt. vs Pltf. for Costs.
THE PENNSYLVANIA RAILROAD CO., ) J. D. 16, Page 277.
ET AL. )

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, Carl Riechel, Administrator of the Estate of George Riechel, deceased, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

LAURA M. BUEHLER, ET AL )
VS ) # 14348
MARY A. MAUS, ET AL. )

Comes now the plaintiff, by counsel, and upon its motion the Court orders the deposition of Frank Councilman published.

RULE TO SHOW CAUSE

May Ledbether, having filed this day in this Court her verified information concerning the contempt of this Court of William F. Ledbetter, which is as follows:

INFORMATION OF INDIRECT CONTEMPT OF COURT
STATE OF INDIANA, COUNTY OF HENDRICKS SS
IN THE HENDRICKS CIRCUIT COURT

WILLIAM F. LEDBETTER )
VS )#14475
MAY LEDBETTER )

May Ledbetther, being duly sworn, upon her oath says and informs this Court, that on or about the 29th day of October 1934, a petition for support and allowence for attorneys fee, in the above entitled cause of action, which was filed by the said defendant May Ledbetter, was heard by the Honorable Wm Pickens, Judge of the Marion Superior Court Room 3, and that said Court was in session and had full and complete jurisdiction over the issues and the parties to said suit.

That upon said date the Court rendered his final decree in regard to said petition for support and allowence for Attorneys fee in said cause, granting the defendant the sum of $5.00 per week, the same to be paid by this plaintiff from that day until the divorce case was determined, and that said plaintiff should pay the plaintiff's attorney the sum of $40.00. Said support money to be paid to the Clerks office in Marion County, State of Indiana.

Affiant further says that the said William F. Ledbetter has wilfully and knowingly refused, neglected and failed to pay said sum of $5.00 per week from said date of October 29th, 1934 until the present time and that he has failed to pay the sum of $40.00 as attorneys fee.

MAY LEDBETTER

Subscribed and sworn to before me this 10th day of January 1935.

FRANK TUCKER
Clerk Hendricks Circuit Court

It is therefore ordered by this Court that the said William F. Ledbetter be and appear in this Court on the 15 Day of January 1935 at 9 o'clock A.M,



to show cause, if any, why he should not be attached and punished for contempt of Court.

MERCHANTS NATIONAL )
BANK OF INDIANAPOLIS, )
INDIANA. )
VS ) # 14465 Judgt. vs Deft. for $2035.00 and costs.
JOHN C. CONNAN. ) J. D. 16, Page 277.

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-wut: (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 inventory 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 $1885.00 and the further sum of $150.00 as attorney's fees, and that the plaintiff is entitled to a judgment against the defendant, John C. Connan, 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 defendant, John C. Connan, the sum of $2035.00, together with the costs for this action, taxed at _____dollars and _____cents, and without relief from valuation or appraisement laws.

JACOB MANLEY HOBSON )
VS ) # 14457
WILLIAM WILSON )

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 conluded. And at the close of the evidence, the plaintiff tenders instructions numbered one to five inclusive.

Arguments are heard and concluded, and at the close of arguments, the Court instructs the jury in writing, giving of its own motion instructions number one to seven inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally objects and excepts. And the Court gives of the instructions tendered by the plaintiff number three, four and five, to the giving of each one of which the defendant duly objects, and the Court refuses to give instructions number one and two, to which refusal 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.).

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

And afterwards, the jury is again brought into Court and returns a verdict for the plaintiff, which verdict is in the words and figures following, to-wit:

JACOB MANLEY HOBSON )
VS ) CAUSE NUMBER 14457
WILLIAM WILSON )

We, the jury, find for the plaintiff and that the deed of conveyance heretofore executed by the said Jacob Manley Hobson to the said William Wilson should be cancelled and set aside, and that the plaintiff is entitled to have his title quited in said real estate described in the complaint, as against the defendant.

Wm. Herdrick
F O R E M A N

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, January 12th, 1935.

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

DOROTHA WILMA FITCH )
VS ) # 13005
RUSSELL FITCH )

Comes now again the defendant, in person and by counsel, and it appearing to the Court that the defendant, Russell Fitch, has been guilty of contempt of Court, and that he has failed to abide by the order heretofore made, the Court now renders judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Russell Fitch, be and he is committed to the Hendricks County Jail until such time as the order of the Court can be carried cout.

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

Come now the parties, by counsel, and by agreement of said 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 the change.

SARAH ANDREW )
VS ) # 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

Come now again the parties, in person and by counsel, and the taking of evidence is continued and concluded.

And now the Court takes this cause under advisement for filing of facts and conclusions of law.

STATE OF INDIANA )
VS ) # 7532
DAVID V. SURBER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, David V. Surber, 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 that his true age is nineteen years.

STATE OF INDIANA )
VS ) # 7534
JAY H. NEFF )

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 as charged in the affidavit.

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

STATE OF INDIANA )
VS ) # 7533
FOREST PRICHARD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Forest Prichard, 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 now the defendant is released without bond and this cause is set for trial, January 19th, 1935.

STATE OF INDIANA )
VS ) # 7453 Judgt. vs Deft. for Costs.
VERLA H. ROBBINS ) J. D. 16, Page 278.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and comes also the defendant, in his own proper person, and it appearing to the Court that the defendant made resitution of the funds taken, the Court now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Verla H. Robbins, 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, 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 the said defendant, Verla H. Robbins be permitted to go at liberty on probation so long as he behaves well.

STATE OF INDIANA )
VS ) # 7531 Judgt. vs Each Deft. for $5.00 and Costs.
HAROLD EGGERS ) J. D. 16, Page 278.
CLAYTON DURHAM )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, in their own proper persons, and being duly arraigned in open Court for their plea says that they are guilty as charged in the affidavit.

It is, therefore, now adjudged and decreed by the Court that the defendants, Harold Eggers and Clayton Durham, for the offense by them committed, each be and he is fined in the sum of $5.00, and that each be and he is imprisoned in the Indiana Penal Farm for a period of thirty days, and that each pay the costs of this action, taxed at _____dollars and _____cents.



STATE OF INDIANA )
VS ) # 7536 Judgt. vs Deft. for $25.00 Fine and Costs.
DENNIS H. MURPHY ) J. D. 16, Page 278.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Dennis H. Murphy, in his own proper person, and being duly arraigned in open Court for his plea says that he is guilty.

It is, therefore, adjudged and decreed by the Court that the defendant, Dennis H. Murphy, 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 Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law so long as he remains sober.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended so long as the defendant, Dennis H. Murphy, remains sober, and that he be permitted to go at liberty on probation so long as he remains sober.

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 14th, 1935.

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

JOHN A. ROBERTS )
VS ) # 14385
GLENN DURHAM )
WALTER C. SHELTON, ETC. )

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

CLARA ROBERTS )
VS ) # 14386
GLENN DURHAM AND )
WALTER C. SHELTON, ETC. )

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

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

Comes now the plaintiff, by counsel, and files petition to bring in new parties defendant, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and being duly advised in its premises, now overrules said motion, to which ruling of the Court the plaintiff duly objects and excepts.

And comes also the defendant, by counsel, and this cause being at issue, and the time of trial having arrived, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Orville Dyer, Henry Clay, William Herdrick, Omer Smith, S. L. McKee, Nester C. Brown, Fred Hobbs, M. E. Leak, Leslie Stout, Wesley Price, Thomas L. Burns and Paul Martin, 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 laws 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, January 15th, 1935.

STATE OF INDIANA )
VS ) # 7532 Judgt. vs Deft. for Costs.
DAVID V. SURBER ) J. D. 16, Page 278.

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 and the Court now being duly advised, the following judgment is now rendered.

It is, therefore, now adjudged and decreed by the Court that the de-



fendant, David V. Surber, 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.

STATE OF INDIANA )
VS ) # 7531
HAROLD EGGERS )
CLAYTON DURHAM )

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Harold Eggers, and the Court now sets aside the sentence to the State Penal Farm for a period of thirty days, and renders the following judgment against said defendant, Harold Eggers.

It is, therefore, now adjudged that said defendant, Harold Eggers, be and he is imprisoned in the State Penal Farm for a period of six months.

The Court further finds that such sentence should be suspended and that the defendant, Harold Eggers, should be placed on probation in the custody of Hadley Haworth, so long as the defendant behaves well.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended, and that the defendant, Harold Eggers, be and he is placed on probation in the custody of Hadley Haworth, so long as he behaves well.

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 15th, 1935.

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

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

Comes now John T. Albertson, Administrator De Bonis Non of the Estate of J. M. Craven, deceased, by counsel, and files petition for allowance of claim as preferred, which petition is in the words and figures following, to-wit: (H.I.).

LAURA M. BUEHLER, ET AL . )
VS ) # 14348
MARY A. MAUS, ET AL. )

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

And after hearing a part of the evidence in this cause, the jury is permitted to separate under proper instructions until 9:00 o'clock A. M. Wednesday, January 16th, 1935.

LUELLA B. CRANE, ADMINISTRATRIX, )
ETC. )
VS ) # 14471
EDWARD B. BENDER. )

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.).

STATE OF INDIANA, ON THE RELATION )
OF LUTHER F. SYMONS, BANK COMMIS- )
SIONER OF INDIANA )
VS ) # 13635
HUNTER BANK )

Comes now the receiver, by counsel, and files motion for new trial as to the claim of T. G. Smith, which motion is in the words and figures following, to-wit: (H.I.).

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





Wednesday Morning, January 16th, 1935.

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

BERTHA C. LASHER )
VS ) # 12824 Judgt. vs Pltf. for Costs.
ELMER W. ROESENER, ETC., ET AL.) J. D. 16, Page 281.

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

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

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

At the close of the plaintiff's evidence, the defendants, except Laura Buehler, file motion to withdraw from jury the issue of undue influence and also motion as to undue execution, which motions are in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motions and being duly advised in their premises, now sustains each motion, to which ruling of the Court the plaintiff duly objects and excepts.

And now 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, January 17th, 1935.

HOWARD McCORMICK, ET AL. )
VS ) # 14383
FREEDA BELL ROBINSON, ET AL.)

Come now the parties, in person and by counsel, and the infancy of the defendant, Freeda Bell Robinson, being suggested, the Court now appoints Jacob F. Denney, guardian ad litem, who now appears and accepts said appointment and files answer for said defendant, which answer is in the words and figures following, to-wit: (H.I.).

And now the defendant files verified motion for additional bond, which motion is in the words and figures following, to-wit: (H.I.).

And now by agreement of said parties, the Clerk of the Hendricks Circuit Court is directed to have the jury commissioners draw an additional venire of fifteen names for jury to try said cause, as special jury.

STATE OF INDIANA )
VS )# 7537
JAY H. NEFF )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and who being duly arraigned in open Court for his plea says that he is guilty as charged in the affidavit.

And now the defendant is committed to jail and this cause 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, January 17th, 1935.

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

HARRY G. HOLLINGSWORTH, )
ET AL. )
VS ) # 14480
JOHN BONBEI, ET AL. )

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.

THE INDIANA NATIONAL BANK )
VS ) # 14358
FRANK L. BRADEN, ET AL. )

Come now the defendants, Frederick Grumme and Parke A. Cooling, by counsel, and file petition to amend second paragraph of answer by inter lineation, 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 same is now granted and answer is now amended.

And now comes the defendant, Albert C. Metcalf, Jr., by counsel, and files answer to fourth paragraph of complaint, which answer is in the words and figures following, to-wit: (H.I.).

LAURA M. BUEHLER, ET AL )
VS ) # 14348
MARY A. MAUS, ET AL. )

Come now again the parties, in person and by counsel, and the Court now orders summons issued to "The Little Sisters of the Poor", as a party defendant. And now comes The Little Sisters of the Poor, by counsel, and waives service of summons and files answer, which answer is in the words and figures following, to-wit: (H.I.).

And now the Jury is again brought into 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. Friday, January 18th, 1935.

MARTIN FEENEY )
TIMOTHY FEENEY )
KATE FEENEY KULL )
Plaintiffs. )
VS. )# 13941
JULIA FEENEY )
MARGARET ANN FEENEY )
EDDIE NEWCOMB, )
Defendants.

Come now the parties herein and comes also John T. Hume,

Commissioner of Sale, and said commissioner presents and files his verified petition to rescind the order of public sale of the real estate involved in these proceedings and order the said real estate sold at private sale without further notice thereof, which verified petition is in the following words and figures, to wit: (H.I.).

And the court, having inspected said verified petition and being duly advised and informed in the premises, does now find that the prayer of the petition to rescind should be granted and that the order and decree of court directing that the said real estate involved in these proceedings be sold at public sale should be rescinded and that said real estate should be sold at private sale for cash for not less than its full appraised value.

It is therefore ordered and decreed by the court that the order and decree of the court, directing that the real estate involved in these proceedings be sold at public sale, be and the same is hereby rescinded and set aside, and it is now ordered and decreed by the court that said real estate be sold at private sale for cash for not less than its full appraised value without any further notice of such sale being given. And said commissioner is hereby directed to make a full report of his doings herein.

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

A. J. Stevenson, Judge.





Friday Morning, January 18th, 1935.

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

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, )
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 evidence, the defendants tender instructions numbered one to nineteen inclusive to the Court, and asks that they be given. Arguments are heard and concluded. At the close of arguments, the Court instructs the jury, giving of its own motion the instructions numbered one to seven inclusive, to the giving of each one of which the plaintiff and each defendant each for himself separately objects and excepts. And the Court gives of the instructions tendered by the defendants numbered one to twelve inclusive, to the giving of each one of which the plaintiff objects and excepts, and the Court refuses to give of the instructions tendered by defendants, numbered thirteen to nineteen inclusive, to which ruling each defendant each separately objects and excepts.

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

And now all of the instructions tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

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

ROSA BUEHLER )
VS ) CAUSE NUMBER 14348
MARY A. MAUS, ET AL.)

We, the jury, find for the defendants.

Wm. Herdrick
FOREMAN

MARTIN FEENEY, ET AL. )
VS ) # 13941 Order Approving Report of Sale
JULIA FEENEY, ET AL. ) of Real Estate.

Come now the parties in this cause, and comes also the Commissioner of Sale, heretofore appointed by the court, and presents and files an Inventory and Appraisement of the real estate described in the order of sale and also described in the report of sale, which Inventory and Appraisement is in the following words and figures, to wit: (H.I.), and the court having examined said Inventory and Appraisement does now approve the same.

And said Commissioner of Sale also presents and files his verified report of sale of the real estate therein described, which report is in the following words and figures, to wit:

State of Indiana
Hendricks County ss.

In the Hendricks Circuit Court,
January term, 1935.

Martin Feeney et al
vs.
Julia Feeney et al.

COMMISSIONER'S REPORT OF PROVATE SALE OF REAL ESTATE.
**********

John T. Hume, heretofore appointed Commissioner of Sale by the Hendricks Circuit Court in the above entitled cause of action, having been duly sworn, upon his oath, reports to the court that, after causing an Inventory and Appraisement of the real estate hereinafter described to be made according to law, he complied with the order of the court as to notice of sale, and on the 18" day of January, 1935, he sold, subject to the approval of the court, to one Chester R. Garner for the sum of $1,000.00, cash in hand, the following described real estate situated in 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 the bearing of Green Street 40 feet; thence East 74 decrees South 210 feet; thence South on the West side of Green street 40 feet to the place of beginning.

That said described real estate is the same real estate as is described in the petition and complaint filed in the above entitled cause of action, and as is described in the order of court for the sale thereof; that the full purchase price is now produced in open court and that the same is not less than the full appraised value of said real estate.

Wherefore this Commissioner of Sale asks that said sale be confirmed and this report be approved.

(SEAL)

John T. Hume
Commissioner of Sale.

Subscribed and sworn to this 18" day of January, 1935.
My Com. expires Sept. 6, 1938

Carey W. Gaston,
Notary Public.

1/18/35 Examined & approved. Deed ordered. Deed tendered & approved.

A. J. Stevenson Judge

And the court, having examined said report of sale, and being duly advised and informed in the premises, finds that said report should be approved and the sale of the real estate therein described should be confirmed.

And the court finds that the Commissioner of Sale, heretofore appointed by the court, complied with the order of the court in giving notice of such sale and that he sold the real estate in said report and former order of the court described to one, Chester R. Garner for the sum of $1000.00, cash in hand, for not less than the full appraised value thereof; that said real estate was sold at private sale to said named purchaser; that said purchaser have complied with all the terms and conditions of sale, as found in the order of the court ordering said real estate sold.

It is therefore ordered and adjudged by the court that the report of sale, filed by the Commissioner of Sale, be and the same is now approved, and said sale is confirmed.

And now the court orders that the Commissioner of Sale execute and deliver to the said purchaser a deed conveying the title to said real estate to such purchaser. And now said Commissioner tenders to the court such deed of conveyance and



the court, having examined said deed and being duly advised, does approve the same in the following words and figures, to wit: "Examined and approved in open court this 18" day of January, 1935, A. J. Stevenson, Judge of the Hendricks Circuit Court." And now said deed is delivered to said purchaser in open court as evidence of his title to the real estate therein described.

And now the court adjudges that the said purchaser is the owner of the said real estate.

And further proceedings herein are continued for the financial report.

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 19th, 1935.

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

CHASE HARDING, Plaintiff, )
VS ) # 14482 Judgment. Judgt. vs Deft. for $5910.61 and costs.
MARY D. KLINE, Defendant ) J. D. 16, Page 281.

Comes now the plaintiff by Arnet B. Cronk, his attorney; comes also the defendant by Thomas McNulty, her attorney; and this cause being at issue, is now submitted to the court for trial, by agreement of the parties, without a jury; and the court having heard the evidence, and being fully advised in the premises finds for the plaintiff that the material allegations of his complaint and of the several paragraphs thereof are true, and that the plaintiff is entitled to recover against the defendant upon the note sued on in his first paragraph of complaint the sum of $3396.37, of which amount $250. is for plaintiff's attorney fee; and that plaintiff is entitled to recover against the defendant upon his second paragraph upon the note therein set out which plaintiff had been required to pay as surety in the sum of $1393.07; together with costs, all without relief from valuation and appraisement laws as to the recovery upon the first and second paragraphs of complaint; and that plaintiff is entitled to recover upon the third paragrah of complaint upon the account sued on in the sum of $1121.17, together with costs, such recovery upon the third paragraph of complaint to be with relief; and that plaintiff is entitled to recover all his costs herein laid out and expended.

It is therefore ordered, adjudged and decreed that plaintiff have and recover of the defendant the sum of $4789.44 upon his first and second paragraphs of complaint, together with his costs herein laid out and expended, taxed at $ 9.05, all without relief from valuation and appraisement laws; and that plaintiff recover of the defendant upon his third paragraph of complaint the sum of $1121.17, together with his costs herein laid out and expended, to be collectible without relief from valuation and appraisement laws.

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14257
TILLMAN H. STANLEY )

Comes now the plaintiff, by counsel, and files petition to vacate and set aside judgment heretofore entered, 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 said judgment, heretofore rendered is now ordered vacated and set aside.

HOWARD McCORMICK, ET AL . )
VS ) # 14383
FREED BELL ROBINSON, 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 services, to-wit: Clarence Johnson, John Gambold,



Evart Watson, Howard Poff, Paul Blake, Ralph Snyder, Charley Booker, Howard Cox, A. H. Davis, Eugene Ratliff, C. H. Waters and Herman Heavin, 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 laws 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. Monday, January 21st, 1935.

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 21st, 1935.

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

WILLIAM F. FISHER, )
AS TRUSTEE, ETC. )
VS ) # 13887
THE INDIANAPOLIS SAND )
AND GRAVEL COMPANY. )

Comes now the plaintiff, by counsel, and upon his 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.

HOWARD MC CORMICK, ET AL. )
VS ) # 14383
FREEDA BELL ROBINSON, ET AL. )

Come now the parties by counsel and the submission of said cause to the jury is by agreement of parties hereto withdrawn and said jury discharged from further service herein.

And now comes Jacob F. Denny, guardian ad litem for the defendant Freeda Bell Robinson, and files his petition reporting a tentative settlement of said cause, which petition is in the words and figures following: (H.I.) And which petition is by the Court examined and approved and counsel for the plaintiffs and defendants stating to the Court that said cause has been settled upon the terms set out in said petition the said petition is by the Court sustained and the guardian ad litem is ordered to close such settlement in accordance with the terms of said petition.

And now comes Edgar M. Blessing and Silas A. Kivett, attorneys for the plaintiffs and move the Court to dismiss this cause of action with prejudice, at the cost of the defendant, Carl Brewer, Executor of the last will of Alfred McCormick, which motion is by the Court sustained.

And the Court now orders the said Executor to pay to the said Alice Grimes, the sum of $280.00 and to the attorneys of record for the plaintiffs the sum of $720.00 in full settlement of the cause of action herein and of the claim of the said Alice Grimes against said estate.

And said cause is now dismissed at the cost of said estate.

PEARL D. PRUITT )
VS ) # 14457 Judgt. vs Pltf. for Costs.
OSCAR M. PRUITT ) J. D. 16, Page 282.

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 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 her complaint are true and that the plaintiff is entitled to an absolute divorce from the defendant on the grounds therein alleged; all at the cost of the plaintiff.

It is, therefore, considered, adjudged and decreed by the Court that the bond of matrimony heretofore existing between Pearl D. Pruitt and Oscar M. Pruitt, 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, Pearl D. Pruitt, pay the costs of this action, taxed at _____dollars and cents.

STATE OF INDIANA )
VS ) # 7121
VERLA H. ROBBINS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7122
EARL WHITE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7124
JOSEPH J. JOHNSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7125
PRINCETON CANNING CO. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7126
PRINCETON CANNING CO. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7127
PRINCETON CANNING CO. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7128
PRINCETON CANNING CO. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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



STATE OF INDIANA )
VS ) # 7131
ENOS NEIDERHEISER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7133
HARLEY CREECH )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7163
WOODSON FELTNER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7164
FLOYD GOODWIN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7165
JAMES FEITZ )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7167
WILLIAM COHAN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7168
ROBERT HAGEMAR )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) #7169
HENRY O. McMANN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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





STATE OF INDIANA )
VS ) # 7171
LEE HANKS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA)
VS ) # 7183
CHESTER NEWBY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7185
ELSIE BASSETT )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7190
WALKER McLEAN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7504
VIRGIL SNYDER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

WILLIAM H. HENLEY, ET AL )
VS ) # 14252
CLAUDE J. IDDINGS, ET AL. )

Come now the parties, by counsel, and the rule to answer is extended to February 1st, 1935.

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 22nd, 1935.

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

STATE OF INDIANA )
VS ) # 7534
JAY NEFF )

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 withdraws his plea of not guilty and enters his plea of guilty.

Said defendant, Jay Neff, is committed on another charge, and this cause is taken under advisement.

STATE OF INDIANA )
VS ) # 7537 Judgt. vs Deft. for $10.00 fine and costs.
JAY H. NEFF ) J. D. 16, Page 282.

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 as charged in the affidavit and the Court now being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Jay H. Neff, 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 be and he is fined in the sum of $10.00, and that he pay the costs of this action, taxed at _____dollars and _____cents, or stand committed until the same is staid or paid.

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

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: Fred Hobbs, Orville Dyer, Omer Smith, Henry Long, Leslie Stout, William Herdrick, Thomas Burns, Wesley Price, Nester C. Brown, S. L. McKee, William Mackey and M. E. Leak , 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 laws and evidence introduced.

Evidence is heard and concluded. Arguments are heard and concluded, and at the cost of arguments, the Court instructs the jury in writing, giving of its own motion instructions numbered from one to nine inclusive, to the giving of each of which the plaintiff and defendant each for himself each separate and severally objects and excepts.

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

And now all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are ordered made a part of

the record herein and recorded in the proper order book of this Court, and 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 is again brought into open Court and it appearing to the Court that there is no probability of a verdict, the Court now instructs them in addition, that 5/6th of them may return a verdict to the giving of such instructions each party for himself objects and excepts.

And the jury now retires for further deliberation.

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 23rd, 1935.

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

STATE OF INDIANA )
VS ) # 7539
IRA TAYLOR )

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 as charged in the affidavit.

And now the Court fixes said defendant's bond in the sum of $100.00.

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

Come now again the parties, in person and by counsel, and the jury is again conducted into open Court, and it appearing to the Court that there is no possibility of the jury reaching a verdict, the Court now discharges said jury from further duties in this cause.

WILMA D. FITCH NEEDLEMAN)
VS ) # 13005 ORDER BY AGREEMENT
RUSSELL V. FITCH )

Comes now again the plaintiff in the above entitled cause by her counsel, Otis E. Gulley, and comes also the defendant by his counsel, Ralph Bundy and Edgar M. Blessing, and it appearing to the court that the parties herein having agreed upon terms and conditions of settlement concerning the support of the children Betty Gayle Fitch and Jean Fitch, concerning the support of which an order has heretofore been entered of record in the records of the Hendricks Circuit Court.

The terms and conditions of the agreement made by and between the parties hereto subject to the approval of the court are as follows: That the defendant, Russell V. Fitch, will pay into the Clerk's office of the Hendricks Circuit Court the sum of $300.00 in cash for the benefit of the plaintiff and the children herein and for attorney fees for plaintiff's attorney; that the defendant herein will, beginning on the 1st day of February, 1935, pay into the Clerk's office of the Hendricks Circuit Court the sum of $5.00 per week for the support of said children until the further order of this court, it being understood and agreed by and between all the parties hereto that said payment of $5.00 per week, beginning as aforesaid, is guaranteed by Charles Fitch, the father of the defendant, and as evidence of such guarantee said Charles Fitch hereby acknowledges the execution of this order over his signature.

It is further agreed by and between the parties hereto that upon the approval of this order by the Judge of the Hendricks Circuit Court that Russell V. Fitch, the defendant, who is now confined in the Hendricks County jail will be released and given his freedom.

It is further agreed and so ordered by the court that any and all back payments for support, for all of which the defendant is delinquent, are hereby cancelled and set aside and held for naught and that the sum of $300.00 paid into the Clerk's office, on the approval of this order, shall be in full settlement and payment of all charges against this defendant for which he may now be in arrears.

Otis E. Gulley,

Atty for pltf.

Ralph Bundy

E. M. Blessing

Attys. for deft.

I hereby acknowledge myself bound as surety for the payment of the sum of $5.00 per week by my son, Russell V. Fitch, for the support of his above named minor children beginning February 1st, 1935, until the further order of this court.

Charles Fitch

WITNESS:

Edgar M. Blessing

Ralph Bundy

Witnesses.

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

Record read and signed in open court.

C. J. Stevenson, Judge.





Thursday Morning, January 24th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

HARNEY F. SEMONES, REC. )
VS ) # 14163
CHARLES W. FRAZEE, ET AL. )

Come now Hopkins & Hughes, attorneys, herein, and withdraw their appearance for the defendants.

QUAKER OIL COMPANY )
VS ) # 12911 Judgt. vs Pltf. for Costs.
O. P. STALCUP, WHOSE ) J. D. 16, Page 282.
CHRISTIAN NAME IS UN- )
KNOWN )

On motion of the Court, this cause is 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, and the plaintiff, Quaker Oil Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ALLEN A. WILKINSON )
LUMBER COMPANY )
VS ) # 13428 Judgt. vs Pltf. for Costs.
OREN A. MILLER AND ) J. D. 16, Page 282.
EDWIN G. KEMPER )

It appearing to the Court that this cause has been set for trial and the plaintiff failing to appear, said cause is now dismissed by the Court for want of prosecution at the cost of the plaintiff.

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

CLIFFORD WELIEVER AND )
EDWARD WILLIAMS, ETC. )
VS ) # 13428 Judgt. vs Pltfs. for Costs.
MATT BOYD ) J. D. 16, Page 283.

It appearing to the Court that this cause has been set for trial and the plaintiff failing to appear, this cause is now dismissed by the Court 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, Clifford Weliever and Edward Williams, Partners Trading Under the Trade Name of Weliever and Williams, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

Thursday, January 24th, 1935, and the 16th day of the January Term, 1935.

WINIFRED HETT )
VS ) # 14301 Judgt. vs Pltf. for Costs.
EARL PEFFEY ) J. D. 16, Page 283.

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

And 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 Mackey, Orville Dyer, William Herdrick, Omer Smith, S. L. McKee, Nester C. Brown, Fred Hobbs, M. E. Leak, Leslie Stout, Wesley Price, Thomas L. Burns and Henry Long, 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 laws and evidence introduced.

Evidence is heard, and at the close of the plaintiff's evidence, the defendant moves the Court to instruct the jury to return a verdict for the defendant. And the Court being duly advised, now sustains said motion, to which ruling of the Court the plaintiff duly objects and excepts. And now the Court instructs the jury to return a verdict for the defendant.

The jury now retires in charge of a sworn officer.

And afterwards 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:

Winifred Hett
vs 14301
Earl Peffey

We, the jury, find for the defendant.

Wm Herdrick
Foreman

The jury is now discharged from further duties in this cause.

It is, therefore, adjudged and decreed by the Court that the plaintiff take nothing on her complaint, and that the defendant recover his costs from said plaintiff, Winifred Hett, 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, January 25th, 1935, and the 17th day of the January Term, 1935.

Friday Morning, January 25th, 1935.

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 26th, 1935.

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

GLEN THARP AND )
ALMA THARP, ETC. )
VS ) # 13477 Judgt. vs Pltfs. for Costs.
HARRY P. TROST, ET AL. ) J. D. 16, Page 283.

Come now the plaintiffs, by counsel, and upon their 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 plaintiffs, Glen Tharp and Alma Tharp, doing business as under the name and style of Danville Farmers Supply Company, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

DORIS UNDERWOOD WOODS, )
ET AL. )
VS ) # 13538 Judgt. vs Pltfs. for Costs.
THE IRVING J. BROWN ) J. D. 16, Page 283.
OIL COMPANY )

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 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, Doris Underwood Wood and Mary Underwood Thompson, by her next friend, Frank Thompson, are ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARNEY F. SEMONES, RE- )
CEIVER OF HUNTER BANK, )
BROWNSBURG, INDIANA. )
VS ) # 14179 Judgt. vs Pltf. for Costs.
R. E. MOWERY, ETC. ) J. D. 16, Page 284.

Comes now the plaintiff, herein, 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.

HARNEY F. SEMONES, REC. )
VS ) # 14163 Judgt. vs Defts. for $654.44 and Costs.
CHARLES W. FRAZEE, ET AL. ) J. D. 16, Page 284.

Comes now the plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summons herein and the return of the sheriff indorsed



thereon, which summons and return are in the words and figures following, to-wit: (H.I.), that the defendants have been duly served with process more than ten days before the day fixed by the plaintiff by indorsement on his complaint for the defendant to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly makes default.

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendants on the note sued upon the sum of $604.44 and the further sum of $50.00 as a fee for the plaintiff's attorney, and the plaintiff is entitled to a judgment against the defendants, Charles W. Frazee and James W. Frazee, 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 receover of and from the defendants, Charles W. Frazee and James W. Frazee, the sum of $654.44, together with the costs for this action, taxed at _____dollars and _____cents.

STATE OF INDIANA )
VS ) # 7535 Judgt.vs Deft. for Costs.
WILLIAM HITCHCOCK ) J. D. 16, Page 284.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and James A. Watson, and comes also the defendant, in his own proper person and by counsel, and the defendant now in open Court enters his plea of guilty to the charge of voluntary manslaughter.

It is, therefore, now adjudged and decreed by the Court that the defendant, William Hitchcock, 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, and that said defendant's age is fifty-nine years.

BERGEN LaGRANGE )
VS ) # 13340
DANVILLE SOUTH CEMETERY, ) ORDER APPROVING REPORT OF SALE
A CORPORATION, ET UX. )

Comes now Daniel Frank Roberts, as Receiver of the Danville South Cemetery, a Corporation and presents to the Court and files receipts from the Postmaster at Danville, Indiana from which it appears that Dr. Byron Snyder, Mrs. James McAllister, Edgar L. Marks, and Mae Berling, were duly notified of the date and place of sale as heretofore ordered, by copy of notice being forwarded to each of said parties of said sale which receipts and notice is in words and figures as follows to-wit: (H.I.).

Said Receiver also presents to the Court and files proof of publication of Notice given in the Gazette a weekly newspaper of general circulation printed and published in the Town of Danville, Indiana and which proof of publication and notice is in words and figures as follows to-wit: (Here Insert).

Said Receiver also presents and files his verified report of Sale of the properties ordered sold and which report is in words and figures as follows to-wit: (Here Insert).

And the Court having examined said receipts of notices by registered mail and the notice and proof of publication thereof finds that due notice was given of the time and place of said sale as directed by the Order of Court.

The Court further finds that by notice of registered mail all of the outstanding Bondholders were duly notified of the time and place of sale with the exception of John C. Taylor and Frank E. Chadd, who appeared in person and waived notice of said sale.

The Court further finds that said Receiver received no bids on said items as advertised, separately, but did receive a cash bid of $1,000.00 from Frank E. Chadd for both blocks of property, that is the property covered by said mortgage as described in the petition of sale and the order of sale and the other assets as separately described in the Report of Sale.

The Court further finds that the said Bid of $1,000.00 of Frank E. Chadd was the highest and best bid received, and the Court now approves said sale and the said Receiver now brings into Court and exhibits the One Thousand ($1,000.00) Dollars cash received on said sale as aforesaid, and now the Court in all things ratifies and approves said sale.

And now said Receiver presents to the Court his deed for the real estate so sold and as described in said Report of Sale which deed is now duly approved by the Court, in open court, and his approval is endorsed theren in the following words to-wit:"Examined and approved in open Court this 9th day of January 1935. A. J. Stevenson, Judge Hendricks Circuit Court". And said Receiver also presents to the Court a Bill of Sale duly executed to the said Frank E. Chadd for the Crypts and other chattels as described in said report of Sale and which Bill of Sale is examined by the Court, in Open Court and approved and his approval is endorsed thereon in the following words to-wit: "Examined and approved in open Court this 9th day of January 1935, A. J. Stevenson Judge, Hendricks Circuit Court."

And now said Receiver is directed to deliver to the said Frank E. Chadd purchaser said Deed and Bill of Sale.

And now this cause is continued for final financial report of said receiver.

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 28th, 1935.

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, January 29th, 1935.

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

BURR HINTON, ADMINISTRATOR )
VS ) # 13244
MASON BRYANT )
WILLIAM JEAN BRYANT )

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

Fred C. Gause, Special Judge.

MILDRED CHAPMAN )
VS ) # 13569 Judgt. vs Pltf. for Costs.
ANCIL HAWKINS AND ) J. D. 16, Page 285.
FRANK HAWKINS )

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

FRANK H. HAWKINS, ET AL. ) (Judgment set aside January 30th, 1935. See O.B.84, Pg.273.)
VS ) # 13934 Judgt. vs Defts. for $490.00 and costs.
JAKE E. ROLEY, ET AL. ) J. D. 16, Page 285.

Come now the plaintiffs, by counsel, and it appearing to the satisfaction of the Court by the summonses herein and the return of the sheriffs indorsed thereon, which summonses and returns are in the words and figures following, to-wit: (H.I.), that the defendants have been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly makes defaut.

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, that there is due the plaintiffs on note sued upon in principal and interest the sum of $450.00, and the further sum of $40.00 for attorneys' fees, and that the plaintiffs are entitled to a personal judgment against the defendants, Jake E. Rolley, Hattie C. Roley, William Noffke and Minnie Noffke, for a total of said two sums, together with the costs for this action, without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiffs have and recover of and from the defendants, Jake E. Rolley, Hattie C. Roley, William Noffke and Minnie Noffke, the sum of $490.00, together with the costs for this action, taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.





STATE OF INDIANA )
VS ) # 7195
CLAUDE BROWN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7196
MARGARET WHITE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7197
CLARENCE E. HUTCHINSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7202
ARNETT ADAMS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Cause to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7204
WILLIAM CLEMENTS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7207
BYRON ASHER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7208
BYRON ASHER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 INDINA )
VS ) # 7211
DENNIS WOODRUM )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7213
WAYNE GRAY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosqui in this cause, for lack of evidence, 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, 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 ) # 7540
CHARLES GORDON )

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

And now the Court releases said defendant on his own recognizance until further 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, January 30th, 1935.

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

JOHN H. MORGAN AND )
NELLE B. MORGAN )
VS ) # 14088
GEORGE T. IRELAND AND )
CATHERINE IRELAND )

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.).

INDIANA LAND AND LOAN )
COMPANY, INC. )
VS ) # 13489
FRANK ZIMMERMAN, 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.).

CALVIN W. HENDRICK, ET AL. )
VS ) # 14224
ARTHUR JACKSON )

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

And now the plaintiffs pray 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 for costs and Bill of Exceptions.

The plaintiffs now suggest the name of_____
_____as surety on said bond, and the Court being duly advised, now approves said surety.

MADIE BLAIR )
VS ) # 13967 Judgt. vs Pltf. for Costs.
CITY OF INDIANAPOLIS ) J. D. 16, Page 285

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 seen and examined said motion and being duly advised in its premises, now dismisses said cause of action 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, Madie Blair, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.



FRANK H. HAWKINS, ET AL. )
VS ) # 13934
JAKE E. ROLEY, ET AL. )

The Court now on its own motion sets aside and vacates the judgment heretofore entered in the above entitled cause on the 29th day of January, 1935, against the defendants Jake E. Roley, Hattie C. Roley, William Noffke and Minnie Noffke, and each of them for lake of jurisdiction of the parties.

STATE OF INDIANA )
VS ) # 7542
HARRY CRAWFORD )
JOE ALLISON )
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named defendants, Harry Crawford and Joe Allison, in their own proper persons, who each being duly arraigned in open Court for his plea each says that he is not guilty as charged in the affidavit.

And the Court fixes each defendant's bond at $2000.00.

And now comes the defendant, William K. Guy, in his own proper person, who being duly arraigned in open Court for his plea says that he is not guilty as charged in the affidavit.

And now the Court releases said defendant on his own recognizance until further order.

THOMAS B. NOBLE )
VS ) # 13711 Judgt. vs Deft. for $90.00 and Costs.
GRAFTON YEAGER ) J. D. 16, Page 286.

Comes now the plaintiff, in person and by counsel, and comes also Taylor and Taylor, attorneys, herein, and withdraw their appearance for the defendant.

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 on the account sued upon the sum of $ 90.00, and that the plaintiff is entitled to a personal judgment against the defendant, Grafton Yeager, 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, Grafton Yeager, the sum of $90.00, together with the costs for this action, taxed at _____dollars and _____ cents.

LA SALLE EX UNIVERSITY )
VS ) # 14467 Judgt. vs Deft. for $187.00 and Costs.
GLEN HUTCHINSON ) J. D. 16, Page 286.

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

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff from the defendant, Glen Hutchinson, on the note sued upon the sum of $187.00, and that the plaintiff is entitled to a personal judgment against the defendant, Glen Hutchinson, 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, Glen Hutchinson, the sum of $187.00, together with the costs for this action, taxed at _____dollars and _____cents.

ANNA MILLER )
VS ) # 14283
JOSEPH M. MILLER )

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

BURR HINTON, ADMINISTRATOR )
VS ) # 13244
MASON BRYANT )
WILLIAM JEAN BRYANT )

Come now the parties, by counsel, and in open Court agree upon Charles V. Sears, a practicing attorney of this bar, as special Judge to try said cause. And the Court being duly advised, now appoints Charles V. Sears special Judge to try said cause.

Now comes the said Charles V. Sears and accepts said appointment and qualifies as special Judge and assums jurisdiction as special Judge of this cause, which appointment and qualification are in the words and figures following, to-wit:

APPOINTMENT OF SPECIAL JUDGE.

In the Hendricks Circuit Court, Hendricks County, Indiana.

January Term, 1935

Burr Hinton, Administrator )
AGAINST ) No. 13244
Mason Bryant )
William Jean Bryant )



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

A. J. Stevenson

Judge Hendricks Circuit Court

January 30", 1935

The State of Indiana, County of Hendricks, ss:

I, Charles V. Sears, swear that I will support the Constitution of the United States and the State of Indiana, and faithfully discharge my duties as Judge of the Hendricks Circuit Court in the case of Burr Hinton, Administrator against Mason Bryant, et al., so help me God.

Charles V. Sears.

Subscribed and sworn to this 30" day of January, 1935, before me, Clerk of said Court.

Frank Tucker, Clerk

By Leora Comer,

Deputy Clerk, Hendricks Circuit Court.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday, January 31st, 1935, and the 22nd day of the January Term, 1935.

Thursday Morning, January 31st, 1935.

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

BEATRICE RIGGEN )
VS ) # 14441
CLEO RIGGEN )

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

Evidence is heard.

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

A. J. Stevenson, Judge.



Friday, February 1st, 1935, and the 23rd day of the January Term, 1935.

Friday Morning, February 1st, 1935.

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

WILLIAM F. LEDBETTER )
VS ) # 14475 Judgt. vs Pltf. for Costs.
MAY LEDBETTER ) J. D. 16, Page 286.

Come now the parties, in person and by counsel, and this cause being at issue, the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that the allegations of his 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, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between William F. Ledbetter and May Ledbetter 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, William F. Ledbetter, pay and satisfy 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 2nd, 1935.

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

WILL F. LAW, ADMINISTRATOR )
OF THE ESTATE OF RUTH A. LAW, )
DECEASED. )
VS ) # 13671
CORA A. BROCKWAY. )

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

BERNICE E. SHIRLEY )
VS ) # 14096
AUBREY WALKER, ET AL. )

Comes now the defendant, Mary S. Hughes, 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 Judgt. vs Pltf. for Costs.
THE FIRST NATIONAL BANK ) J. D. 16, Page 286.
OF AMO, INDIANA. )
W. BENTON NEWLIN, )
LIQUIDATING AGENT, ETC. )

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, Fred G. Shirley and Walter M. Hodson, are ordered to pay the costs of this action, taxed at _____ dollars and _____ cents. Charles V. Sears, Special Judge

CLARENCE H. MASTEN )
VS ) # 14034 Judgt. vs Pltf. for Costs.
LLOYD S. VAUGHN ) J. D. 16, Page 287.
JEHU S. HADLEY )

Come now the parties, by counsel, and this cause having been set for trial and it appearing to the Court that the same has been settled between the parties, this cause is now dismissed at the cost of the plaintiff.

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



STATE OF INDIANA )
VS ) # 7539 Judgt. vs Deft. for $2.00 per week
IRA TAYLOR ) J. D. 16, Page 287.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ira Taylor, in open Court, and now said defendant consents that an order be lodged against him to pay to his wife for her support the sum of $2.00 per week.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Ira Taylor, be and he is hereby ordered to pay $2.00 per week to his wife for her support.

And said defendant, Ira Taylor, is released on his own recognizance pending furtner order of the court.

FRIEDA DAUM )
VS ) # 14464 - Divorce Decree. Judgt. vs Deft. for $10.00 per week and costs.
HORACE DAUM ) J. D. 16, Page 287.

Comes now the plaintiff, Frieda Daum, in her own proper person and by counsel, and it appearing to the satisfaction of the court that the defendant, Horace Daum, has been duly served with summons for more than ten days before the return day fixed by endorsement on the plaintiff's complaint herein, and more than ten days before the date of hearing, as the same is shown by the writ of summons issued to the Sheriff of Hendricks County, Indiana, for the said defendant and the return endorsed by said sheriff on said writ, which writ of summons and said sheriff's return endorsed thereon are in the following words and figures, to wit: (H.I.) and it further appearing to the court that more than sixty days have elapsed since said writ of summons was served by said sheriff on said defendant, it does now assume jurisdiction of this cause for the purposes of trial, finding, judgment and decree.

And now the said cause of action is, upon motion, submitted to the court for trial, finding judgment and decre; 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 set forth in her complaint, and being fully advised and informed in the premises, does now find for the plaintiff that she is entitled to a divorce from the said defendant for the reasons and upon the grounds set forth in the allegations of her complaint; that she is entitled to have the care and custody of the minor children named as follows: Mary Louise Daum, 7 years of age, and James L. Daum, 5 years of age; further the court finds that said named defendant should pay a reasonable sum for the support of said named children to said plaintiff; that said defendants should have the right to see said children at all reasonable times.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony, heretofore existing between the above named plaintiff and defendant, Frieda Daum and Horace Daum, be and they are hereby dissolved and set aside, and the said plaintiff is hereby granted an absolute divorce from the said defendant.

It is further adjudged by the court that the plaintiff, Frieda Daum, shall have the care and custody of the above named minor children until the further order of this court.

It is also ordered and adjudged that the said defendant, Horace Daum, shall

pay to the said Frieda Daum the sum of $10.00 each week for the support of said minor children until the further order of the court; that said sum shall be payable on each Saturday direct to the said Frieda Daum.

It is also adjudged that the said defendant shall have the right and privilege of seeing said children at reasonable times.

It is also adjudged that the defendant shall pay the costs of this action taxed at Seven Dollars and Ten cents, which costs are now accordingly paid.

All of which is hereby ordered and decreed by the court on this 2nd day of February, 1935.

M. A. ISAACS, TRUSTEE. )
VS ) # 12773 Judgt. vs Pltf. for Costs.
FLETCHER AMERICAN ) J. D. 16, Page 287.
NATIONAL BANK. )

Come now the parties, by counsel, and the Court having heretofore heard the evidence and arguments in this cause, and now being duly advised, finds that the plaintiff, M. A. Isaacs, Trustee, is not entitled to recover from the defendants and that said plaintiff take nothing by his complaint, and the Court finds for the defendants and that said defendants recover their costs.

It is, therefore, ordered and adjudged by the Court that the plaintiff, M. A. Isaacs, Trustee, take nothing by his complaint, and that the defendants Fletcher American National Bank, Otto J. Feucht, John P. Collett and William N. Fleming, Jr., as Trustees, recover their costs from the plaintiff, M. A. Isaacs, Trustee, taxed at _____dollars and _____cents.

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, February 4th, 1935.

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

WILL F. LAW, ADMINISTRATOR )
OF THE ESTATE OF RUTH A. )
LAW, DECEASED. )
VS ) # 13671
CORA R. BROCKWAY. )

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

PATRICK QUINN )
VS ) # 14113
ALBERT WETHINGTON, ET AL.)

Comes now the defendant, Nora Mullen, 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 in its premises, now sustains the same, and this cause is sent on change of venue to Boone County, Indiana, by agreement of parties. The defendant is given five days in which to pay the costs and perfect the change.

EVA MAE WEST )
VS ) CAUSE NUMBER 14347
HALBERT A. WEST )

Comes now the above named plaintiff and respectfully shows to the Court that the defendant has failed and refused to comply with the order heretofore made requiring the payment of $5.00 per week for the support of the minor children of the plaintiff.

It is therefore now adjudged and decreed by the Court that a citation issue to the defendant herein requiring him to be and appear in the Hendricks Circuit Court on Friday, February 8th at 9:00 o'clock A. M., to show cause, if any he have, why he should not be punished for contempt of court.

And the Clerk of this court is directed to have a copy of this order served on the defendant by the Sheriff of Marion County.

A. J. Stevenson
JUDGE HENDRICKS CIRCUIT COURT

WILLIAM J. FISHER )
VS ) # 14494
WALTER D. KIBLER, ET AL. )

Come now the defendants, by counsel, and files a written suggestion of death of the defendant, Walter D. Kibler, which written suggestion is in the words and figures following, to-wit: (H.I.).

Monday, February 4th, 1935, and the 25th day of the January Term, 1935.

THE CONNECTICUT MUTUAL )
LIFE INSURANCE COMPANY. )
VS ) # 14400 Judgt. vs Pltf. for Costs.
LEE E. CHATHAM, ET AL. )

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, The Connecticut Mutual Life Insurance Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA )
VS ) # 7487
ROBERT McHAFFIE )

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 fixes the defendant's bond at $2000.00.

And now this case is set for trial, February 15th, 1935.

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



Tuesday, February 5th, 1935, and the 26th day of the January Term, 1935.

Tuesday Morning, February 5th, 1935.

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

LOTYS BENNING )
VS ) # 14458
RED CAB COMPANY )

Comes now the plaintiff, by counsel, and upon her 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.

WILL F. LAW, ADMINISTRATOR )
OF THE ESTATE OF RUTH A. )
LAW, DECEASED. )
VS ) # 13671
CORA A. BROCKWAY. )

Come now the parties, by counsel, and by agreement of said parties this cause is now venued to Marion County, Indiana, and the defendant, Cora A. Brockway, is given five days to pay the costs and perfect the change.

BERGEN LAGRANGE, )
V. ) No. 13340.
DANVILLE SOUTH CEMETERY, ) ENTRY.
A corporation, et al. )

Comes now Daniel Frank Roberts, as Receiver, and files his final report of his operations as said Receiver and also requests authority to pay a dividend of twelve percent. (12%) to the holders of the mortgage bonds and to the City Securities Corporation and for an allowance of fees for his services as Receiver and for the services of his attorneys; that said report is now examined and the Court being duly advised in the premises does now approve the same and does now authorize, order and direct the Receiver to make a final distribution of twelve per cent. (12%) to the holders of the outstanding mortgage bonds of said Cemetery Association, which mortgage bonds are in the total sum of Twenty-six Thousand, Five Hundred Dollars ($26,500.00), and orders a distribution of twelve per cent. (12%) also made to the City Securities Corporation upon its claim filed in this cause in the sum of One Thousand, Three Hundred Twenty-five Dollars ($1325.00) which claim is by the Court allowed as a claim on a parity with said mortgage bonds.

The Court further finds and orders that the sum of Seven Hundred Fifty-seven and 20/100 Dollars ($757.20) is a reasonable fee for the services of the Receiver and his attorneys, and is ordered allowed and paid to the said Receiver and his attorneys as and for compensation for their services in this cause.

It is further ordered that the Receiver's said final report be in all things approved and that his doings as Receiver in this cause be and the same are hereby ratified and approved and said Receiver is ordered to make said dividend and distribution and report the same to the Court, that this trust may be finally closed.

IN THE MATTER OF THE PETITION OF )
GEORGE A. NASH, ET AL, FOR RE- )
PARING, STRAIGHTENING, BILDING )# 14456
TILE AND COVERING THE CHRISTOPHER )
TRUCKSESS DITCH IN LINCOLN TOWNSHIP.)

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

The Court now directs the Surveyor to continue with the performance of duties as by statute provided.

And now the Court fixes Monday, March 14th, 1935, the time for filing the Surveyor's report.

SIMON SHORES )
VS ) # 14319 Judgt. vs Deft. for $6,000.00 and Costs.
FIRST RURAL LOAN AND ) J. D. 16, Page 288.
SAVINGS ASSOCIATION. )

Come now the parties, by counsel, and the Court having seen and examined the motion for judgment, heretofore filed, and being duly advised, now overrules said motion, to which ruling of the Court the defendant 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.~~

And the Court being duly advised, finds for the plaintiff and that the allegations of plaintiff's complaint are true and that there is due the plaintiff from the defendant the sum of $6,000.00, together with interest thereon from the date of the filing of this suit, 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, First Rural Loan and Savings Association, the sum of $6,000.00, together with interest thereon from the date of the filing of this suit, together with the costs for 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, February 6th, 1935.

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 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: Orville Dyer, Omer Smith, Henry Long, Leslie Stout, William Herdrick, Thomas L. Burns, Wesley Price, Nester C. Brown, S. L. McKee, M. E. Leak, William Mackey and Paul Martin, 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 laws 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. Thursday, February 7th, 1935.

STATE OF INDIANA )
VS ) # 7542
HARRY CRAWFORD )
JOE ALLISON )
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, Harry Crawford and Joe Allison, by counsel, and said defendants 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, this cause is now continued until February 11th, 1935.

THE UNION CENTRAL LIFE )
INSURANCE COMPANY. )
VS ) # 14226
LEE E. CHATHAM, ET AL. )

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.

THE LADOGA BUILDING LOAN )
FUND AND SAVINGS ASSN. )
VS ) # 14293
STELLA D. HARDESTY, ET AL. )

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 seen and examined said motion and being duly advised in its

premises, now sustains the same, 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.

HARRY KASTAN )
VS ) # 13937
BERTHA KASTAN )

Comes now the defendant, by counsel, and files motion to dismiss the petition for 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 and being duly advised in its premises, now sustains the same and said petition is now dismissed.

WILLIAM F. KEARNS, ET AL.)
VS ) # 14516
WILLIAM HART, ET AL. )

Come now the plaintiffs, by counsel, and file affidavit of non-residence of defendants, Charles O'Leary, William Farrell and Zora E. Farrell, 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, now orders non-resident notice for said defendants, making the same returnable April 1st, 1935.

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

C. J. Stevenson, Judge.





Thursday Morning, February 7th, 1935.

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

GLEN THARP AND ELMA THARP, )
PARTNERS DOING BUSINESS AS )
DANVILLE FARMERS SUPPLY CO. )
VS ) # 14083
MINERVA HARRIS. )

Comes now the plaintiffs, by counsel, and upon their 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.

MILDRED ZOLLARS )
VS ) # 14495
ELY V. ZOLLARS )

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 seen and examined said affidavit and being duly advised, now orders non-resident notice issued to the defendant, making the same returnable April 16th, 1935.

LUCIUS E. HIESTAND, Guardian of )
Jacob Manley Hobson, )
VS ) ENTRY # 14457
WILLIAM WILSON, _____ ) Judgt. vs Defts. for Costs.
WILSON, his wife, if any. ) J. D. 16, Page 288.

Comes now again the plaintiff in the above entitled cause and moves the court for a judgment in the above entitled cause in conformity to the verdict of the jury heretofore returned.

And the court being fully advised in the premises now finds that judgment should be rendered upon the verdict heretofore returned.

It is, therefore, ordered, adjudged and decreed that the deed to William Wilson and _____ Wilson, the defendants, from Jacob Manley Hobson for the following described real estate in Morgan County, State of Indiana, to-wit:

Twelve and one-half acres off of the South end of the West half of the Southeast quarter of Section 10, Township 13 North, Range 1 East.
Also, commencing 25 rods North of the Southeast quarter of said Section 10, Township and Range aforesaid; thence, North 28 rods; thence, West 80 rods; thence South 28 rods; thence, East 80 rods to the place of beginning, containing 14 acres.
Also, the Northeast quarter of the Southwest quarter of Section 15, Township 13 North, Range 1 East, containing 40 acres, more or less. Containing in all 66½ acres, more or less.

be, and the same is, hereby set aside and held for naught.

It is further ordered, adjudged and decreed that the title to the above described real estate as against the defendants herein is quieted in the name of Jacob Manley Hobson, and it is further ordered, adjudged and decreed that the said Jacob Manley Hobson is the owner in fee simple of the above described real estate.

It is further ordered, adjudged and decreed that the defendants pay the costs of this action taxed at twenty-five dollars and ten cents.

BEATRICE RIGGEN )
VS ) # 14441
CLEO RIGGEN )

Judgt. vs Deft. for $7.00 per week, $35.00 Pltf's. Atty. fee and Costs.

J. D. 16, Page 288.

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 grounds stated.

The Court further finds that the plaintiff, Beatrice Riggen, is entitled to the custody of the minor children, Cleo Riggen, Jr. and Delores Riggen, until May 1st, or until the close of the school term, provided, the said Cleo Riggen, Jr. is in school, and that the defendant, Cleo Riggen, is entitled to the custody of said minor children from that date until September 1st, 1935, provided, he can furnish a suitable home therefor.

The Court further finds that the defendant should pay to the Clerk of this Court, the sum of $7.00 per week for the support of said children during the time they are with their mother, the first payment to be made on or before February 11, 1935, and that he should pay the plaintiff's attorney the sum of $35.00 within sixty days from this date.

The Court further finds that the said defendant, Cleo Riggen, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the bonds of matrimony heretofore existing between Beatrice Riggen and Cleo Riggen be and they are hereby set aside and held for naught and that the plaintiff is hereby granted a divorce from the defendant.

It is further considered, ordered and adjudged by the Court that the plaintiff, Beatrice Riggen, be and she is hereby entitled to the custody of the minor children, Cleo Riggen, Jr. and Delores Riggen, until May 1st, or until the close of the school term, provided, the said Cleo Riggen, Jr. is in school, and that the defendant, Cleo Riggen, is entitled to the custody of said minor children from that date until September 1st, 1935, provided, he can furnish a suitable home therefor.

It is further considered, ordered and adjudged by the Court that the defendant, Cleo Riggen, pay to the Clerk of this Court, the sum of $7.00 per week for the support of said children during the time they are with their mother, the first payment to be made on or before February 11th, 1935, and that he pay the plaintiff's attorney the sum of $35.00 within sixty days from this date.

It is further considered, ordered and adjudged by the Court that the defendant, Cleo Riggen, pay the costs of this action, taxed at _____ dollars and _____ cents.

The injunction heretofore issued is now ordered dissolved.



ELIZABETH ULAND )
VS ) # 14185
CITY OF INDIANAPOLIS )

Come now again 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 and before the arguments, the plaintiff tenders instructions numbered from one to ten inclusive, and asks the Court to indicate which instructions will be given and which 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. And the Court indicates that it will give of the instructions tendered by the defendant numbers 1, 5 and 9, and the Court refuses to give of the instructions tendered by the defendant numbers 2, 3, 4, 6, 7, 8, 10 and 11, to the refusal of each one of which the defendant duly objects and excepts.

And now arguments of counsel 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 also gives of the instructions tendered by the defendant, numbers 1, 5 and 9, 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 eighteen inclusive, to the giving of each one of which the plaintiff and defendant each for himself separately and severally objects and excepts.

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

And now all 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 the 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.).

Afterwards the jury is again conducted into Court and return a verdict for the plaintiff in the sum of $1000.00, which verdict is in the words and figures following, to-wit:

ELIZABETH ULAND
VS
CITY OF INDIANAPOLIS

CAUSE NUMBER 14185

We, the jury, find for the plaintiff and assess her damages in the sum of $1000.00.

Wm Herdrick
FOREMAN

And now the jury is discharged from further duties 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, February 8th, 1935.

Court met pursuant to adjournment,

Present: Honorable A. J. Stevenson, Judge.

RULE TO SHOW CAUSE

Amy Nell McHaffie, having filed this day in this Court her verified information concerning the contempt of this Court of Robert McHaffie, which is as follows:

INFORMATION OF INDIRECT CONTEMPT OF COURT

STATE OF INDIANA

IN THE HENDRICKS CIRCUIT COURT

AMY NELL McHAFFIE
VS
ROBERT McHAFFIE

Amy Nell McHaffie, being duly sworn, upon her oath says and informs this Court that on the 10th day of March 1934, the above entitled cause was heard by the Honorable A. J. Stevenson, Judge of the said Court, and that the said Court was in session and had full and complete jurisdiction over the issues and the parties to said suit.

That upon said day the Court rendered his final decree in said cause, granting the plaintiff a divorce, and ordering the defendant Robert McHaffie to pay into the office of the Clerk of said Circuit Court the sum of $7.00 per week, the first payment to be made on or before the 17th day of March 1934, and a like sum, to wit: $7.00 each week thereafter.

Affiant further says that the said Robert McHaffie has wilfully and knowingly refused, neglected and failed to pay said sum of $7.00 per week to the clerks office for the support of this plaintiff's children, as ordered by the Court.

AMY NELL McHAFFIE

Subscribed and sworn to before me this 8 day of February 1935.

(SEAL)

JOHN A. KENDALL
PROSECUTING ATTORNEY
HENDRICKS COUNTY

It is therefore ordered by this Court that the said Robert McHaffie be and appear in this Court on the 15th of February 1935, to show cause, if any, why he should not be attached and punished for contempt of Court.

A. J. Stevenson

Judge Hendricks Circuit Court.

VERLA R. CRAIG )
VS ) # 14450 Judgt. vs Pltf. for Costs.
ROBERT L. CRAIG ) J. D. 16, Page 288.
CRAIG BROKERAGE CO. )

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 seen and examined said motion and being duly advised in its premises, 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, Verla R. Craig, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.



MARGARET HAYES, ET AL. )
VS ) # 13464 On Account of Change of Venue.
TOWNSEND BRODBECK, )
EXECUTOR, 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 Thirty-Five - - - -Dollars and Ninety-Five - - -Cents, in the case of Margaret Hayes, et al. vs. Townsend Brodbeck, Executor, 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.

MERLE HOPE McCLOUD, ETC. )
VS ) # 13993 On Account of Change of Venue.
THEODORE S. SEVERIN )

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 Twenty-Six - - -Cents, in the case of Merle Hope McCloud, etc. vs. Theodore S. Severin 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.

HARRY WELCH )
VS ) # 14019 On Account of Change of Venue.
OVERLAND FREIGHT LINE, )
INC. 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 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: Fifty-Nine - - - -Dollars and Ninety-Three - - -Cents, in the case of Harry Welch vs. Overland Freight Line, Inc., 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.

DEXTER OLIVER )
VS ) # 14329 On Account of Change of Venue
ANNA OLIVER )

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: Ten - - - -Dollars and Fifty - - -Cents, in the case of Dexter Oliver vs. Anna Oliver 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 sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

JAMES B. MEADOWS )
VS ) # 14240 On Account of Change of Venue.
LADOGA CANNING CO. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit 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: Ten - - - - -Dollars and Fifty - - - - Cents, in the case of James B. Meadows vs. Ladoga Canning Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for



so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

THE MUTUAL BENEFIT LIFE )
INS. CO. )
VS ) # 14330 On Account of Change of Venue.
FRANK DEER, 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 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: Five - - - Dollars and Fifty - - -Cents, in the case of The Mutual Benefit Life Ins. Co. vs. Frank Deer, 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 Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

THE MUTUAL BENEFIT )
LIFE INS. CO., A CORP. )
VS ) # 14217 On Account of Change of Venue.
EDWARD ADAIR, 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 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-Three - - - Dollars and Fifty - - Cents, in the Case of The Mutual Benefit Life Ins. Co., a corp. vs. Edward Adair, 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 Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

FIRST NATIONAL BANK OF )
MARTINSVILLE, IND. )
VS ) # 14303 On Account of Change of Venue.
RALPH A. SANDY. )

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 Fifty - - -Cents, in the case of First National Bank of Martinsville, Ind. vs. Ralph A. Sandy 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.

FIRST NATIONAL BANK OF )
MARTINSVILLE, IND. )
VS ) # 14306 On Account of Change of Venue.
OMER S. WILLIAMS, 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: Ten - - -Dollars and Fifty - - - Cents, in the case of First National Bank of Martinsville, Ind. vs. Omer S. Williams, 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 Treasuer 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

FIRST NATIONAL BANK )
OF MARTINESVILLE, IND. )
VS ) # 14307 On Account of Change of Venue.
RALPH A. SANDY. )

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 Fifty - - -Cents, in the case of First National Bank of Martinsville, Ind. vs. Ralph A. Sandy 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

FIRST NATIONAL BANK OF )
MARTINSVILLE, IND. )
VS ) # 14305 On Account of Change of Venue.
RALPH ARNOLD AND )
RALPH A. SANDY, 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 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 Fifty - - - Cents, in the case of First National Bank of Martinsville, vs. Ralph Arnold and Ralph A. Sandy, etc. 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

FIRST NATIONAL BANK OF )
MARTINSVILLE, INDIANA. )
VS ) # 14304 On Account of Change of Venue.
OMER HUTTON & )
RALPH A. SANDY, ETC. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit County 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 accounty thereof, to wit: Ten - - -Dollars and Fifty - - -Cents,

in the case of First National Bank of Martinsville, Ind. vs. Omer Hutton & Ralph A. Sandy, etc. 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

MOORESVILLE LODGE #78 )
F. & A. M., ET AL. )
VS ) # 14105 On Account of Change of Venue.
MOORESVILLE PUBLIC )
SERVICE 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: Five - - -Dollars and Fifty - - -Cents, in the case of Mooresville Lodge #78 F. & A. M., et al. vs. Mooresville Public Service Co. is no 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

BOWERSOCK MILLS & POWER CO.)
VS ) # 13253 On Account of Change of Venue.
MARTINSVILLE MILLING 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: Sixteen - - -Dollars and Thirty-Three - - Cents, in the case of Bowersock Mills & Power Co. vs. Martinsville Milling 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



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 9th, 1935.

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

LUCIUS E. HIESTAND, Guardian of )
Jacob Manley Hobson )
VS ) # 14457
WILLIAM WILSON, _____ )
WILSON, his wife, if any. )

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

STATE OF INDIANA )
VS ) # 7487 Judgt. vs Deft. for $5.00 per week and costs.
ROBERT McHAFFIE ) J. D. 16, Page 289.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named defendant, in his own proper person, and in open Court now withdraws his plea of not guilty and enters his plea of guilty to the charge of child neglect.

It is, therefore, now adjudged and degreed by the Court that the defendant, Robert McHaffie, for the offense by him committed be and he is imprisoned in the Indiana State Prison for a period of not less than one year nor more than seven years. And now with the consent of the said defendant, sentence to the Indiana State Prison is suspended and the defendant is ordered to pay to the Clerk of this Court, the sum of $5.00 per week for the use and benefit of said minor children, and the defendant, Robert McHaffie is further ordered to pay the costs of this action, taxed at _____ dollars and _____ cents.

And now said defendant, Robert McHaffie, is released pending further order and during good behavior in the performance of the above order.

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

C. J. Stevenson, Judge.



Monday Morning, February 11th, 1935.

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

WILLIAM H. HENLEY, )
DORA I. HENLEY, Husband )
and Wife, )
Plaintiffs. )
VS ) # 14252 ENTRY. Judgt. vs Defts. for Costs.
CLAUDE J. IDDINGS, ) J. D. 16, Page 289.
ETHEL IDDINGS, Husband )
and Wife. )

Come now the plaintiffs by their attorney, Clinton H. Givan, and come now the defendants by their attorney, Otis E. Gulley and George W. Hadley, and said defendants now file their answer to plaintiffs complaint, which answer is in the following words and figures, to-wit: (H.I.)

And the cause being at issue the same is now submitted to the court for trial, finding judgment and decree without the intervention of the jury and the court being duly advised in the premises now finds for the plaintiffs on their complaint and that they are entitled to have said contract, which is attached to and made a part of the complaint herein, cancelled, rescinded and set aside and held null and void, and that said plaintiffs are entitled to the immediate possession of the following described real estate in Hendricks County, Indiana, to-wit:

> The East half of the Southeast quarter of Section 20, Township 14 North, Range 1 East, except the following tract therefrom, to-wit: Beginning at the Southeast corner of said half quarter; and running thence North on the East line thereof 60 rods; thence West 41 rods; to a point 40 rods East of the West line of the East half of the Southeast quarter of said Section 20; thence South 60 rods, to the South line of said half quarter section; thence East 41 rods to the place of beginning, estimated to contain 15.31 acres, more or less, and containing in the original tract herein exclusive of said exception 64.69 acres, more or less.

The court further finds that the plaintiffs are not entitled to recover damages under the terms of the said contract which is attached to and made a part of the complaint.

It is therefore ordered, adjudged and decreed by the court that the said contract attached to the complaint and made a part hereof, is in the words and figures as follows, (H.I.) be and is hereby cancelled, rescinded, set aside and declared null and void.

It is further ordered, adjudged and decreed by the Court that said plaintiffs recover immediate possession of the following described real estate in Hendricks County, Indiana:

> The East half of the Southeast quarter of Section 20, Township 14 North, Range 1 East, except the following Tract therefrom, to-wit: Beginning at the Southeast corner of said half quarter; and running thence North on the East line thereof 60 rods; thence West 41 rods; to a point 40 rods East of the West line of the East half of the Southeast quarter of said Section 20; thence South 60 rods, to the South line of said half quarter section; thence East 41 rods to the place of beginning, estimated to contain 15.31 acres, more or less, and containing in the original tract herein exclusive of said exception 64.69 acres, more or less.

It is further ordered, adjudged and decreed that the plaintiffs take and recover from said defendants no damages as claimed and alleged in their

said complaint, except that said plaintiffs recover their costs, taxed with_____
($ )Dollars and _____cents.

It is further ordered, adjudged and decreed that a copy of this order shall be sufficient authority for the sheriff of Hendricks County, Indiana, to divest said plaintiffs with said possession.

STATE OF INDIANA )
VS ) # 7542
HARRY CRAWFORD )
JOE ALLISON )
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, Harry Crawford and Joe Allison, in their own proper persons and by counsel, and the State of Indiana now asks permission to file an amended affidavit. And the Court being duly advised, now grants the State permission to file an amended affidavit, to which ruling of the Court the defendants, Harry Crawford and Joe Allison, duly object and except. And now the State of Indiana files amended affidavit, which amended affidavit is in the words and figures following, to-wit: (H.I.).

The defendants, Harry Crawford and Joe Allison, in open Court each waives arraignment and enters his plea of not guilty to the charges in said amended affidavit. And the said defendants, Harry Crawford and Joe Allison, 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, now overrules the same, to which ruling of the Court the said defendants each objects and excepts.

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 Mackey, Orville Dyer, William Herdrick, Omer Smith, S. L. McKee, P. L. Lilly, Earl Thompson, M. E. Leak, Samuel Ghere, Wesley Price, Thomas Burns and Henry Long, 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 laws 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 12th, 1935.

OSCAR A. DIXEN )
VS ) # 13927 On Account of Change of Venue.
KERR GLASS MANUFACTURING )
COMPANY, ET AL. )

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

It is by me ordered and adjudged that said account is in all



things correct, and the account thereof, to wit: One Hundred Twenty- - - - -Dollars and Fifty-Six Cents, in the case of Oscar A. Dixen vs. Kerr Glass Manufacturing Company, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

ROGER COOK )
VS ) # 13667 On Account of Change of Venue.
WALTER ST CLAIR )

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 Nineteen - - -Dollars and Seventy-Six - - - Cents, in the case of Roger Cook vs. Walter St Clair 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, February 12th, 1935.

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

DELPHA ROELL )
VS ) # 14327 Judgt. vs Pltf. for Costs.
PEOPLES MOTOR COACH CO.) J. D. 16, Page 289.

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 seen and examined said motion and being duly advised in its premises, 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 be and the same is hereby dismissed, and the plaintiff, Delpha Roell, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA )
VS ) # 7542 Judgt. vs Defts., Harry Crawford and
HARRY CRAWFORD ) Joe Allison, for costs.
JOE ALLISON ) J. D. 16, Page 290.
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, Harry Crawford and Joe Allison, 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 arguments, the defendants each tenders instructions number one to five inclusive, and asks that they be given.

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 two and four, and the Court refuses to give of the instructions tendered by the defendants instructions numbers one, three and five, to the refusal of each one of which the defendants each duly objects and excepts. The Court gives of its own motion, instructions number one to fourteen inclusive, to the giving of each one of which each defendant duly objects and excepts.

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 the 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 the defendants being present in Court, in person and by counsel, the jury returns a verdict of guilty of the offense of automobile banditry, which verdict is in the words and figures following, to-wit:



STATE OF INDIANA )
VS ) CAUSE NUMBER
HARRY CRAWFORD )
JOE ALLISON )

We, the jury, find the defendants, Harry Crawford and Joe Allison, guilty of the crime of automobile banditry, as charged in the first count of the affidavit; that the true age of Harry Crawford is ___years and that the true age of Joe Allison is ___years.

Wm Herdrick
F O R E M A N

And now the defendants in open court are asked if they have any reason why sentence should not be pronounced upon the verdict of the jury, and no reason appearing, the Court now renders the following judgment.

It is now adjudged and decreed by the Court that Harry Crawford for the offense by him committed be and he is imprisoned in the State Prison for a period of twenty years, and that he pay the costs of this action, taxed at _____ dollars and _____cents.

It is further adjudged and decreed by the Court that the defendant, Joe Allison, for the offense by him committed be and he is committed to the Board of Trustees of the Indiana Reformatory for a period of twenty years, and that he pay the costs of this action, taxed at _____dollars and _____cents.

And now the jury is discharged from further duties in this cause, and the defendants, Harry Crawford and Joe Allison, are committed to the custody of the Sheriff of Hendricks County, to carry out the orders of the Court, and the corn now in the custody of the Sheriff of Hendricks County, is ordered returned to Raymond Walker.

JESSICCIA J. HILLSMAN )
VS ) # 13970 On Account of Change of Venue.
PAUL STARK AND )
DOROTHY STONE )

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: Fifty-Seven - - -Dollars and Forty-Three Cents, in the case of Jessiccia J. Hillsman vs. Paul Stark and Dorothy Stone 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

FRED RICHARDSON )
VS ) # 13932 On Account of Change of Venue.
A. S. HORLACHER, 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: Sixty-One - - -Dollars and Seventy-Three - - -Cents, in the case of Fred Richardson vs. A. S. Horlacher, 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

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: One Hundred Seventeen - - -Dollars and Eighty - - -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

EDITH D. RICHESON )
VS ) # 14027 On Account of Change of Venue.
LEONARD RICHESON )

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, adjudcated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised



as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Twenty-Nine - -Dollars and Ninety-Nine - - - Cents, in the case of Edith D. Richeson vs. Leonard Richeson 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 INDIANA SAVINGS & )
INVESTMENT CO. )
VS ) # 14042 On Account of Change of Venue.
WILLIAM WALTON HYDE, 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: Fifteen - - -Dollars and - - Cents, in the case of The Indiana Savings & Investment Co. vs. William Walton Hyde, 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 YAEGER, ETC. )
VS ) # 14355 On Account of Change of Venue.
GEORGE ROBERTSON )

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, adjudcated 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: Ten - - -Dollars and Fifty - - -Cents, in the case ofWilliam Yaeger, etc. vs George Robertson 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

GOLDMAN STORES CORP. )
VS ) # 14325 On Account of Change of Venue.
CHARLES V. BLACK & )
THE NEW YORK CENTRAL )
RAILROAD CO. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and the Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudcated and dosposed 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: Ten - - Dollars and Fifty - -Cents, in the case of Goldman Stores Corp. vs Charles V. Black & The New York Central Railraod Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

HARVEY L. GRIMES, DOING )
BUSINESS AS BILLY GRIMES )
TIRE CO. )
VS ) # 14365 On Accounty of Change of Venue.
WILLIAM GARRITY, 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, adjudcated 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: Ten - -Dollars and Fifty - - -Cents, in the case of Harvey L. Grimes, doing business as Billy Grimes Tire Co. vs. William Garrity, 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

STATE OF INDIANA, EX REL )
BLACK WIRE ROPE CO. )
VS ) # 14176 On Account of Change of Venue.
FOULKES CONTRACTING 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, adjudcated 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: Ten - - -Dollars and Fifty - - -Cents, in the case of State of Indiana, Ex Rel, Black Wire Rope Co. vs. Foulkes Contracting 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.

LEON TAILORING CO. )
VS ) # 14207 On Account of Change of Venue.
CHARLES WHITE )

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: Ten - - -Dollars and Fifty - - -Cents, in the case of Leon Tailoring Co. vs. Charles White is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

LEON TAILORING CO. )
VS ) # 14208 On Account of Change of Venue
ERNEST E. DAVIS )

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: Tne - - -Dollars and Fifty - - - Cents, in the case of Leon Tailoring Co. vs. Ernest E. Davis 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.

ANN ROSENTHAL )
VS ) # 14374 On Account of Change of Venue.
JACOB ROSENTHAL )

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: Ten - - Dollars and Fifty - - -Cents, in the case of Ann Rosenthal vs. Jacob Rosenthal 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.

ORA STAPLETON )
VS ) # 14342 On Account of Change of Venue.
HAZEL STAPLETON )

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: Ten - - -Dollars and Fifty - - -Cents, in the case of Ora Stapleton vs. Hazel Stapleton 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



FRED P. IRVIN )
VS ) # 13982 On Account of Change of Venue.
O. N. SHIRLEY )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five - - - Dollars and Fifty - - Cents, in the case of Fred P. Irvin vs. O. N. Shirley 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

GENIVEVE WALKER )
VS ) # 14324 On Account of Change of Venue.
BOWMAN ELDER, REC. 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: Five - -Dollars and Fifty - - Cents, in the case of Geniveve Walker vs. Bowman Elder, Rec. 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

REBA BROWN )
VS ) # 14367 On Account of Change of Venue.
BOWMAN ELDER, 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: Five - - -Dollars and Fifty - - -Cents, in the case of Reba Brown vs Bowman Elder, 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 M. HUFFMAN )
VS ) # 13820 On Account of Change of Venue.
FRANK R. REYNOLDS )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: One Hundred Eleven - - -Dollars and Ninety - - Cents, in the case of Frank M. Huffman vs. Frank R. Reynolds is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

GEORGE BORK )
VS ) # 14247 On Account of Change of Venue.
ELDRIDGE WILLEFORD, )
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: Ten - - -Dollars and Fifty - - -Cents, in the case of George Bork vs. Eldridge Willeford, 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



UNITED STATES RUBBER CO. )
VS ) # 13995 On Account of Change of Venue
RAY MOON, 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: Five - -Dollars and Fifty - - Cents, in the case of United States Rubber Company vs. Ray Moon, 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.

Wednesday Morning, February 13th, 1935.

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, February 14th, 1935.

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

STATE OF INDIANA )
VS ) # 7542
HARRY CRAWFORD )
JOE ALLISON )
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Will Allison, 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 said defendant's bond at $2000.00.

THE INDIANA SAVINGS )
AND INVESTMENT CO. )
VS ) # 14042 ORDER CONFIRMING RECEIVER'S
WILLIAM WALTER HYDE, ET AL.) REPORT

Comes now William H. Keller, receiver in the above entitled cause, and files his final report, which report is in the following words and figures; (Here insert)

And the court being fully advised in the premises finds that the averments contained in said receiver's report are true and that the report itself is correct in every particular; that said receiver has fully obeyed the orders of the court to him issued and has fully accounted for all moneys coming into his hands as such receiver, and has fully discharged the obligations of his said trust.

IT IS THEREFORE ORDERED that all acts and things done by him, as well as said report, be, and they are hereby approved and confirmed and said William H. Keller is discharged from his duties and liabilities as such receiver and his undertaking therefor is vacated and cancelled.

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 15th, 1935.

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

MARTIN FEENEY, ET AL. )
VS ) # 13941
JULIA FEENEY, ET AL. )

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

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

STATE OF INDIANA ON THE )
RELATION OF LUTHER F. )
SYMONS, BANK COMMISSIONER, )
OF THE STATE OF INDIANA. )
VS ) # 12421
CITIZENS STATE BANK. )

Comes now the receiver, herein, and it appearing to the Court that substantially all obligations due and owing the Citizens State Bank have been collected, said receiver is now ordered to file suit on all outstanding obligations now unpaid and determined collectable, and that said suits are to be instituted on or before March 1st, 1935.

STATE OF INDIANA )
VS ) # 7222
EVERITT WAINSCOTT )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7223
FLOYD DAVIS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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





STATE OF INDIANA )
VS ) # 7224
BUREN STRICKLER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7226
HENRY STOTT )
SKINNY HOCKMAN )
JOHN DOE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7228
BERT VEACH )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7229
VIRGIL SNYDER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7231
LEONARD McMULLEN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7232
CHESTER D. SMITH )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7238
FLOYD 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, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7240
DORWIN LA FOLLETTE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in 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 ) # 7241
GROVER McCLOUD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in 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 ) # 7242
ALIA LEE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in 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 ) # 7246
HARVE DAVIDSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in 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 ) # 7252
GLEN BROWN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in 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 ) # 7253
CHARLES WIGGAM )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7259
LESTER GOFF )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7260
HARRY DUFFY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7262
H. GATEWOOD, )
(CHRISTIAN NAME UN- )
KNOWN). )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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





STATE OF INDIANA )
VS ) # ~~2763~~ 7263
BETTY DOE )
MARY DOE )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

JOHN DEERE PLOW CO. )
OF INDIANAPOLIS, INC. )
VS ) # 14143
SETH T. HADLEY )

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

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

A. J. Stevenson, Judge.

Saturday Morning, February 16th, 1935.

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

FIRST RURAL LOAN )
AND SAVINGS ASSN. )
VS ) # 13715
LESTER HICKS, ET AL. )

Comes now the plaintiff, by counsel, and upon motion of said plaintiff, the petition for appointment of receiver, heretofore filed, is now dismissed.

It is, therefore, considered, ordered and adjudged by the Court that the petition for appointment of receiver be and the same is hereby dismissed.

FIRST RURAL LOAN )
AND SAVINGS ASSN. )
VS ) # 13958
HOLLIS LOVELL )
RUBY LOVELL )

Comes now the plaintiff, by counsel, and upon motion of said plaintiff, the petition for appointment of receiver, heretofore filed, is now dismissed.

It is, therefore, considered, ordered and adjudged by the Court that the petition for appointment of receiver be and the same is hereby dismissed.

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

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.).

FIRST RURAL LOAN AND SAVINGS )
ASSN. )
VS ) # 14411
DENNIS MURPHY, ET AL. )

Comes now the defendant, Dennis Murphy, by counsel, and files answer and waiver of service, which answer and waiver of service are in the words and figures following, to-wit: (H.I.).

And now the defendants are ruled to answer on or before February 25th, 1935.

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 18th, 1935.

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

STATE OF INDIANA )
VS ) # 7548 Judgt. vs Deft. for $100.00 Fine & Costs.
E. WILLIAM LEE ) J. D. 16, Page 290.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, E. William Lee, in his own proper person, and says that he is guilty of public intoxication.

It is, therefore, adjudged and degreed by the Court that the defendant, E. William Lee, for the offense by him committed be and he is fined in the sum of $100.00 and that he be and he is imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____ cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the interest of society does not demand or require that the defendant shall suffer the penalty imposed by law if he shall stay out of Hendricks County, Indiana, except when sober.

It is therefore ordered by the Court that the execution of the sentence herein imposed be suspended on condition that the said defendant, E. William Lee, stay out of Hendricks County, Indiana, except when sober, and that he be permitted to go at liberty on probation so long as he behaves well.

EDWIN S. KERR )
VS ) # 14428 Judgt. vs Pltf. for Costs.
MADOLYN KERR ) J. D. 16, Page 290. (This order is of February 16, 1935.)

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, Edward S. Kerr, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.

Tuesday Morning, February 19th, 1935.

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

CHESTER E. LAWRENCE, )
ETC. )
VS ) # 14029 .. Judgt. vs Defts. for $1625.87 and Costs.
SALLIE L. JOSEPH, ) J. D. 16, Page 290.
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, and being duly advised, finds for the plaintiff and that there is due the plaintiff on contract sued upon in principal and interest the sum of $1625.87, and that the plaintiff is entitled to a personal judgment against the defendants, Sallie L. Joseph and Norman Joseph, 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, Sallie L. Joseph and Norman Joseph, the sum of $1625.87, together with the costs for this action, taxed at _____ dollars and _____cents.

UNION NATIONAL SAVINGS & )
LOAN ASSOCIATION ) Judgt. vs Deft., Roy Randolph, for
VS ) # 14183 $628.27 and Costs.
ROY RANDOLPH, ET AL. ) D E C R E E J. D. 16, Page 291.

Comes now the plaintiff by counsel and dismisses its complaint as to M. E. Lowish, O'Dell Rubber Company and Clement E. Taylor alias Clement E. Faylor.

And now the defenda,t B. F. Goodrich Rubber Company and Charles V. Sears files answer which answer is in the words and figures as follows, to-wit:(H.I.)

And it now appearing to the court by the summons herein and the return of the sheriff endorsed thereon that the defendants Roy Randolph, Golda T. Randolph and Ballard Ice Cream Company have been served with process for more than 10 days before the 26th day of January, 1934, being the date endorsed on 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, to-wit: (H.I.)

And it further appearing to the court that the Van Camp Hardware & Wire Company has been served with process for more than 10 days before the 29th day of January, 1934, being the date endorsed on plaintiff's complaint for the return day of summons thereon, which said summons and return thereon are in the words and figures as follows, to-wit: (H.I.)

And now Roy Randolph, Golda T. Randolph, Ballard Ice Cream Company and the Van Camp Hardware & Wire Company are 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, answer of B. F. Goodrich Rubber Company and Charles V. Sears, and upon the default of the defendants, is submitted to the court for trial, finding and decree without the intervention of a jury.



And the court having heard the evidence and being duly advised in the premises finds for the plaintiff and that the allegation of plaintiff's complaint are true and that the relief therein prayed for should be granted.

The court further finds that there is due the plaintiff from the defendant, Roy Randolph, upon the note and mortgage sued upon, a balance of principal and interest in the sum of $568.27.

The court further finds that a reasonable fee for plaintiff's attorney is the sum of $60.00, and that plaintiff is entitled to recover said sum as a 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 said mortgage was duly executed by Roy Randolph and Golda T. Randolph, his wife, on the 15th day of March, 1923, at which time the defendant Roy Randolph was the owner in fee simple of said real estate, and that said mortgage was filed for record on the 19th day of March, 1923, at 8:10 A. M., and recorded in Mortgage Record 77 at Page 576 in the office of the Recorder of Hendricks County, Indiana.

That on its filing for record said mortgage became and has since remained a first and paramount lien on the 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 that the B. F. Goodrich Rubber Company has a calid and subsisting judgment against Roy Randolph in the sum of $96.45 on which the defendant Charles V. Sears has a lien for attorney fees, but that said judgment lien has ceased to be a lien against the real estate.

That M. E. Lowish has a judgment against the defendant Roy Randolph in the sum of $587.06, but that the same has ceased to be a lien against the real estate hereinafter described.

That a judgment rendered in favor of the O'Dell Rubber Company against Royal P. Randolph on December 15th, 1924, has ceased to be a lien upon the real estate hereinafter described.

That Clement E. Taylor alias Clement E. Faylor secured a judgment on the 18th day of June, 1926, against Royal P. Randolph in the sum of $204.50 but that said judgment and lien is inferrior to the lien of this plaintiff.

The court further finds that by the terms of the mortgage executed by the defendants, Roy Randolph and Golda T. Randolph, to the plaintiff herein, it is expressly agreed: "That immediately after any bill being filed or any other proper legal proceedings being commenced for the foreclosure of this mortgage the mortgagee may apply for and shall be entitled, as a matter of right, to the appointment by the proper court of a receiver to collect and take charge of the rents and profits of the premises for the benefit of the mortgagee, and all sums realized from the proceeds of the rent or profits of said premises shall be applied first to the payment and liquidation of the cost of such receivership, including attorney fees for obtaining and conducting the same, and any sums remaining shall be applied upon the indebtedness hereby secured." That by reason of said provision and for the further reason that said property may be inadequate to pay the amount due the plaintiff, that plaintiff is entitled to the appointment of a receiver for the real estate hereinafter described.

It is, therefore, ordered, adjudged and decreed that the plain-

tiff have and recover of and from the defendant, Roy Randolph, the sum of $628.27 as principal, interest and attorney fees together with the costs of this suit, and accruing costs, all payable without relief from valuation or appraisement laws together with 8% interest per annum from this date.

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:

Lot 2 in Block 12 in the original Plat of the Town of Danville, Indiana,

be foreclosed and that the said real estate together with all rights, 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, be free and clear of all claims of all defendants and of all persons claiming through them since the commencement of this suit; proceeds to be applied as follows, to-wit:

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

It is further ordered that Charles V. Sears 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 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 finds the bond of said receiver in the sum of $200.00.

And comes now Charles V. Sears, receiver nereinbefore appointed, and files his bond in the sum fixed by the court and with surety satisfactory to the court and takes oath in open court and enters upon the performance of his trust.

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

It is further ordered that when the sheriff's deed shall have been executed in consummation of said sale the Clerk of this Court shall proceed forthwith to release of record the mortgage herein foreclosed.

It is further ordered that if any person, after the execution of said sheriff's deed, shall fail or refuse to surrender possession to the holder of said sheriff's deed, or his, or its grantee, a Writ of Assistance shall issue to and be served by the sheriff of Hendricks County, Indiana, to remove from the premises the said person or persons failing or refusing to yield possession. All of which is ordered, adjudged and decreed.

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

A. J. Stevenson, Judge.





Wednesday Morning, February 20th, 1935.

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

JOHN WALTERS )
VS ) # 14514
LEONARD E. NORTHRUP )

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.).

W. J. HOLLIDAY & COMPANY,)
A CORP., ETC. )
VS ) # 14521
JOHN LANDIS ROARK )

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

STATE OF INDIANA )
VS ) # 7484
LAWRENCE McLAURIN )

The Court having granted the custody of said minor children to Mrs. Chauncy Bird, the Clerk of this Court is now directed to pay money for the support of said minor children of Lawrence McLaurin to Mrs. Chauncy Bird.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

-vs-

LOU STANLEY, unmarried, EVERETT STANLEY and ICY STANLEY, his wife, CHARLES STANLEY and HERMOIN STANLEY, his wife, HAROLD H. STANLEY and BEATRICE STANLEY, his wife, SAMUEL STANLEY and LESSIE STANLEY, his wife, CORBIN STANLEY and GRACE STANLEY, his wife, BEULAH SHIRTS and WILLIAM SHIRTS, her husband, JULIA SCHENCK and LOYAL SCHENCK, her husband and DOROTHY ROSE STANLEY, a minor, unmarried, A. R. NICOLAY, a sole trader, doing business as Nik-O-Lite Battery Company, NATIONAL BASH REGISTER COMPANY, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and BETTIE STEVENS

Judgt. In Rem for $2485.39 and costs.
J. D. 16, Page 291.
# 14502
SUIT TO FORECLOSE MORTGAGE ON REAL ESTATE
FINAL DECREE

On this 20th day of February, 1935, comes now the plaintiff, The Northwestern Mutual Life Insurance Company, by Baker & Daniels, its attorneys of record herein, and it appearing to the satisfaction of the Court from the Sheriffs' returns on the summonses issued herein that each of the defendants herein, except The Prudential Insurance Company of America, was duly and personally served with process herein more than ten days prior to February 8, 1935, to which date all of said summonses were returnable, and the defendant National Casn Register Company now files

herein its answer disclaiming having any interest in the real estate covered by plaintiff's mortgage and described in the complaint herein, which answer reads as follows:

(H.I.)

and the defendant The Prudential Insurance Company of America now appears herein by David Harrison, its attorney, and files herein its answer disclaiming having any interest in the real estate covered by plaintiff's mortgage and described in the complaint herein, which answer reads as follows:

(H.I.)

And it appearing to the Court that neither of the defendants, Lou Stanley, Everett Stanley, Icy Stanley, Charles Stanley, Hermoin Stanley, Harold H. Stanley, Beatrice Stanley, Samuel Stanley, Lesie Stanley, Corbin Stanley, Grace Stanley, Beulah Shirts, William Shirts, Julia Schenck, Loyal Schenck, A. R. Nicolay, sole trader, doing business as Nik-O-Lite Battery Company or Bettie Stevens, has appeared herein or filed any pleading herein, the said defendants, Lou Stanley, Everett Stanley, Icy Stanley, Charles Stanley, Hermoin Stanley, Harold H. Stanley, Beatrice Stanley, Samuel Stanley, Lessie Stanley, Corbin Stanley, Grace Stanley, Beulah Shirts, William Shirts, Julia Schenck, Loyal Schenck, A. R. Nicolay, a sole trader, doing business as Nik-O-Lite Battery Company and Bettie Stevens, are now each three times loudly called in open court, and come not, but herein wholly make default.

And it further appearing to the Court that the defendant Dorothy Rose Stanley, who was personally served with process herein as aforesaid, has not appeared herein or filed any pleading herein and that said Dorothy Rose Stanley is a minor, the Court now appoints Otis E. Gulley, a member of the bar of this court, Guardian ad litem for said Dorothy Rose Stanley. And comes now said Guardian ad litem and files herein his answer, as such Guardian ad litem for Dorothy Rose Stanley, a minor, requiring strict proof by plaintiff of all the matters alleged in plaintiff's complaint, which answer reads as follows:

(H.I.)

And this cause, being at issue as to each of the defendants, is now submitted to the Court for trial, finding and decree upon the plaintiff's complaint and upon the answers and defaults aforesaid.

And the Court having heard the evidence adduced and being sufficiently advised in the premises finds for the plaintiff; that the allegations of plaintiff's complaint are true as therein stated; that on January 16, 1934 said mortgagor Tighlman H. Stanley died intestate, a resident of said Hendricks County, Indiana, and that no letters of administration have been issued upon the Estate of said Tighlman H. Stanley; that saidTighlman H. Stanley left him surviving, as his only heirs at law, his widow, the defendant Lou Stanley, his sons the defendants Everett Stanley, Charles Stanley, Harold H. Stanley and Samuel Stanley, his daughters, the defendants Beulah Shirts and Julia Schenck, his grandson, the defendant Corbin Stanley and his granddaughter, the defendant Dorothy Rose Stanley; that said Corbin Stanley and Dorothy Rose Stanley are the only children of Walter Stanley, a son of said Tighlman H. Stanley, who predeceased his father, said tighlman H. Stanley, and that there is no deceased child of said Walter Stanley who left a child or children him on her surviving; that the defendant Lou Stanley is unmarried; that the defendant Icy Stanley is the wife of the defendant Everett Stanley; that the defendant William Shirts is the husband of the defendant Beulah Shirts; that the defendant Loyal Schenck is the husband of the defendant Julia Schenck; that the defendant



Hermoin Stanley is the wife of the defendant Charles Stanley; that the defendant Beatrice Stanley is the wife of the defendant Harold H. Stanley; that the defendant Lessie Stanley is the wife of the defendant Samuel Stanley; that the defendant Grace Stanley is the wife of the defendant Corbin Stanley and that the defendant Dorothy Rose Stanley is unmarried and is a minor; that the mortgage held by plaintiff and pleaded with the complaint herein is a valid and subsisting first lien on the real estate described therein, which real estate is hereinafter more particularly described and hereinafter ordered sold and that the lien of said mortgage is prior in time and superior in equity to any right, title or interest of any or all of the defendants herein in or to the real estate cover by plaintiff's said mortgage and is prior in time and superior in equity to any lien or encumbrance which any of the defendants herein may have or hold upon or against the real estate described in plaintiff's said mortgage; that as against each of the defendants herein plaintiff's said mortgage should be foreclosed and that the said mortgaged real estate should be sold for the satisfaction of said mortgage debt, without relief from valuation and appraisement laws and that a receiver should be appointed herein for the said mortgaged real estate.

The Court further finds that there is past due and owing to plaintiff on the note and mortgage pleaded with plaintiff's complaint, and payable without relief from valuation and appraisement laws, which mortgage is recorded in Mortgage Record No. 80 at pages 245-247 in the Office of the Recorder of Hendricks County, Indiana, the following sums:

| | |
|---|---|
| Unpaid balance of principal of said mortgage debt..... | $ 1950.00 |
| Interest on said $1950.00 principal at 5½% per annum from November 12, 1933..... | $ 130.25 |
| For taxes paid by plaintiff on October 3, 1934..... | $ 216.32 |
| For interest on said $216.32 at the rate of 5½% per annum from October 3, 1934..... | $ 4.32 |
| For cash advanced by plaintiff for abstract of title..... | $ 9.50 |
| For fees for plaintiff's attorneys in this suit..... | $ 175.00 |
| or a total sum of..... | $ 2,485.39 |

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, The Northwestern Mutual Life Insurance Company, have and recover herein the sum of $2,485.39, together with its costs herein now taxed at $ 27.15

It is further ORDERED, ADJUDGED and DECREED by the Court that the Clerk of this Court shall, upon the order of the plaintiff, The Northwestern Mutual Life Insurance Company, or of its attorneys, issue under its hand and the seal of this Court a copy of this decree, duly certified, directed to the Sheriff of Hendricks County, Indiana, and upon receipt of such copy of this decree, said Sheriff is hereby commanded to sell the real estate described in and covered by the plaintiff's said mortgage, exhibited with plaintiff's complaint herein, being the real estate hereinafter particularly described, or so much thereof as shall be necessary for the satisfaction of said sum of $2,485.39, so found to be due and owing to plaintiff, with interest thereon at the rate of 5½% per annum as aforesaid and with the costs of suit and costs and expenses of such sale, as lands are sold on execution, according to law, without relief from valuation and appraisement laws, which real estate, covered by and described in said mortgage and hereby decreed to be sold, is situate in the County of Hendricks and State of Indiana, and is described as follows:

A part of the east half of the southwest quarter of section number twenty-five, in township number seventeen north, of range number one west, described as follows, viz: Beginning at a stone on the north line of said southwest quarter which stone is twenty-three and seventy-seven one-hundredths chains east of the west half milestone of said section; thence east on the north line of said southwest quarter fourteen and forty one-hundredths chains to a stone; thence south with section bearing forty and eighteen one-hundredths chains to a stone on the south line of said section; thence west fourteen and forty-seven one-hundredths chains to a stone on the south line of said section and distant twenty-three and eighty-nine one-hundredths chains from the southwest corner thereof; thence north with section bearing forty and fifteen one-hundredths chains to the place of beginning, estimated to contain fifty-seven and ninety-six one-hundredths acres, more or less.

And upon the making of such sale, the said Sheriff shall, as the law requires, issue to the purchaser a Sheriff's certificate of sale for the real estate so sold, which shall entitle the purchaser to a Sheriff's deed for the land to which it applies upon the expiration of the statutory period of redemption, unless sooner redeemed.

It is further ORDERED, ADJUDGED and DECREED that from and after such sale, the equity of redemption of the defendants to this suit, and of each and every of them, and of all persons claiming under or through them, or either of any of them, in, to and over said mortgaged premises, so sold, be and the same is hereby forever barred and foreclosed, except the right granted by the statute of Indiana to redeem within one (1) year after such sale.

It is further ORDERED, ADJUDGED and DECREED that upon the expiration of said one year of redemption, if there shall be no redemption, the Sheriff of Hendricks County, Indiana, shall execute to the person or persons entitled thereto a deed of conveyance of said premises so sold, and not redeemed.

The said Sheriff, immediately after such sale, shall distribute the proceeds of such sale as follows:

First, to the payment of all costs in this suit, including the costs and expenses of such sale.

Second, to the payment to plaintiff, The Northwestern Mutual Life Insurance Company, of the sum of $2,485.39 so found and decreed to be due to it, with interest on that sum at the rate of 5½% per annum, as aforesaid, from the date of this decree to the date of such sale.

Third, if after applying the proceeds of such sale as above directed, there shall be any sum remaining unapplied, said Sheriff shall pay the same into this court to be paid out upon the court's further order.

It is further ORDERED, ADJUDGED and DECREED that Vernon Nichols be and hereby is appointed Receiver for said mortgaged premises, pending Sheriff's sale of said mortgaged premises and pending the year allowed for redemption from such sale. Said Receiver shall manage said mortgaged premises, collect the rents and profits thereof, pay taxes and assessments thereon and make reasonalbe and necessary repairs thereto and report to this Court his doings in that respect. Said Receiver shall give bond to the approval of this Court in the penal sum of $500.00.

It is further ORDERED, ADJUDGED and DECREED that the defendants National Cash Register Company and The Prudential Insurance Company of America, and each of them, have and recover their costs herein.

All of which is ORDERED, ADJUDGED and DECREED by the Court.



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

A. J. Stevenson, Judge.

Thursday Morning, February 21st, 1935.

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

STATE OF INDIANA )
VS ) # 7549
ARTHUR SMITH )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Arthur Smith, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of assault and battery.

And now the Court takes this cause under advisement, and the defendant is remitted to jail.

THE NORTHWESTERN MUTUAL )
LIFE INSURANCE COMPANY )
VS ) # 14502
LOU STANLEY, UNMARRIED, )
ET AL. )

Comes now the above named Vernon Nichols, heretofore appointed receiver in this cause, and accepts appointment as such receiver and qualifies and tenders bond, which bond the Court now approves, which bond is in the words and figures following, to-wit: (H.I.).

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





Friday Morning, February 22nd, 1935.

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

MYRTLE GRANTHAM )
VS ) # 14277 On Account of Change of Venue.
ROY E. WARREN, 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 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: Fifteen - - -Dollars and - - -Cents, in the case of Myrtle Grantham vs. Roy E. Warren, 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 Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

WALTER THOMPSON, ET AL. )
VS ) # 14269 On Account of Change of Venue.
E. F. ALEXANDER, 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, adjudcated 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: Fifty-One - - -Dollars and - - -Cents, in the case of Walter Thompson, et al. vs. E. F. Alexander, 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

IRWIN-UNION TRUST CO. )
VS ) # 13501 On Account of Change of Venue.
JOHN C. TREMBLY )

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: Forty-Five - - -Dollars and - - -Cents, in the case of Irwin-Union Trust Co. vs. John C. Trembly 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.

JOHN HICKEY )
VS ) # 14098 On Account of Change of Venue.
ASBURY McCAMMACK, ET AL.)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Twenty-Nine- - -Dollars and Ninety-Nine Cents, in the case of John Hickey vs. Asbury McCammack, 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 Treausrer 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

ELIZABETH WADSWORTH )
VS ) # 14174 On Account of Change of Venue.
MILDRED HEGER )

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 Sixty-Four - - -Dollars and Eighty-Five- - -Cents, in the case of Elizabeth Wadsworth vs. Mildred Heger 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.

MARY I. REES )
VS ) # 14343 On Account of Change of Venue.
JAMES D. REES )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Twenty-Four- - - - Dollars and Fifty - - -Cents, in the case of Mary I. Rees vs. James D. Rees 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.

DELIA CLEVENGER )
VS ) # 12580 On Account of Change of Venue.
FRED H. CLEVENGER )

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: Ten - - -Dollars and Fifty - - -Cents, in the case of Delia Clevenger vs. Fred H. Clevenger 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, EX REL )
THOMAS J. GRAY )
VS ) # 13551 On Account of Change of Venue.
THE BOARD OF PUBLIC SAFETY, )
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 accounty in in all things correct, and the account thereof, to wit: Nineteen - - -Dollars and - - - - Cents, in the case of State of Indiana, Ex Rel Thomas J. Gray vs. The Board of Public Safety, 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.

AUGUSTUS LASH )
VS ) # 14003 On Account of Change of Venue.
CHLOE PALMER HELLER )

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: Fifteen - - -Dollars and - - -Cents, in the case of Augustus Lash vs. Chloe Palmer Heller 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 N. VANCLEAVE )
VS ) # 13931 On Account of Change of Venue.
ARTHUR WOLF, 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 Charles N. Vancleave vs. Arthur Wolf, 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

STATE OF INDIANA, EX REL, )
HOWARD L. KISER )
VS ) 14171 On Account of Change of Venue.
J. D. ADAMS MFG. CO., )
HOWARD R. MEEKER )

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: Fifteen - - -Dollars and - -Cents, in the case of State of Ind., Ex Rel, Howard L. Kiser vs. J. D. Adams Mfg. Co., Howard R. Meeker 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.

MARGARET PIKE )
VS ) # 14108 On Account of Change of Venue.
RALPH J. (JOHN RALPH) PIKE )

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: Forty - - -Dollars and Eight-Three - - Cents, in the case of Margaret Pike vs. Ralph J. (John Ralph) Pike 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

RAMSARUT MARAJ )
VS ) # 13653 On Account of Change of Venue.
INDIANAPOLIS POWER & LIGHT )
CO., A CORP., 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 laws in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Eleven - - -Dollars and Eighty-Three Cents, in the case of Ramsarut Maraj vs. Indianapolis Power & Light Co., A. Corp., 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

HARRY KASTAN )
VS ) # 13937 On Account of Change of Venue.
BERTHA KASTAN )

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: Fifty-One - -Dollars and Sixty-Six - -Cents, in the case of Harry Kastan vs. Bertha Kastan is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana



JOHN AMSLER )
VS ) # 13813 On Account of Change of Venue.
CITY OF INDIANAPOLIS, )
ET AL. )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: One Hundred Twenty-One - - -Dollars and Thirty-Six - -Cents, in the case of John Amsler vs. City of Indianapolis, 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

HERBERT HINNERS. )
VS ) # 14089 On Account of Change of Venue.
ALFRED JACKSON, ETC. )
THE FACKSON SONS CO. )
MILTON STROUD. )

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 by said account is in all things correct, and the account thereof, to wit: Two Hundred Eighty-Two - - -Dollars and Ninety - - -Cents, in the case of Herbert Hinners vs. Alfred Jackson, etc. The Jackson Sons Co. Milton Stroud is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

HAZEL JULIA FINK )
VS ) # 13832 On Account of Change of Venue.
MAHLON E. BEVERLAND )

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-

court 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: Fifty-Nine - -Dollars and Fiftenn - - Cents, in the case of Hazel Julia Fink vs. Mahlon E. Beverland 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 PEDICINE )
VS ) # 14326 On Account of Change of Venue.
PEOPLES MOTOR COACH )
CO. )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: One Hundred Twenty-Five - -Dollars and Twenty- - - Cents, in the case of Joseph Pedicine vs. Peoples Motor Coach Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered, and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

ONA WILLIAMS )
VS ) # 14011 On Account of Change of Venue.
INDIANAPOLIS RAILWAYS, 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: Two Hundred Nineteen - -Dollars and Fifty - - -Cents, in the case of Ona Williams vs. Indianapolis Railways, 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.

ESTHER D. ILES )
VS ) # 13366 On Account of Change of Venue.
TERRE HAUTE, INDIANAPOLIS )
& EASTERN TRACTION CO. )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Two Hundred Twenty-Four - -- Dollars and Twenty-Two - - -Cents, in the case of Esther D. Iles vs. Terre Haute, Indianapolis & Eastern Traction Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

NORBERT A. WAGNER )
VS ) # 13884 On Account of Change of Venue.
MILDRED NEGLEY, )
CLAUDE NEGLEY )

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 Forty-Eight - -Dollars and Seventy-Two- - -Cents, in the case of Norbert A. Wagner vs. Mildred Negley, Claude Negley 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

Friday, February 22nd, 1935, and the 41st day of the January Term, 1935.

LEROY STUART, ETC. )
VS ) # 13782 On Account of Change of Venue.
GREYHOUND LINES, )
INC., 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 Fifty-Two - -Dollars and Twenty-Two - - Cents, in the case of Leroy Stuart, etc. vs. Greyhound Lines, Inc., 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. Saturday,
Record read and signed in open court.
A. J. Stevenson, Judge.



Saturday, February 23rd, 1935, and the 42nd day of the January Term, 1935.

Saturday Morning, February 23rd, 1935.

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

LAURA M. BUEHLER, ET AL. )
VS ) # 14348
MARY A. MAUS, ET AL. )

Comes now the plaintiff, Rosia Buehler, by counsel, and tenders Bills of Exceptions numbered one and two, which Bills of Exceptions are now signed by the Court and filed and made a part of the records in this cause, which Bills of Exceptions are in the words and figures following, to-wit: (H.I.).

FLETCHER JOINT STOCK )
LAND BANK OF INDIANAPOLIS )
VS ) # 13572
FRANK H. WALLACE, ET AL. )

Come now the parties, by counsel, and the proceedings in this cause are now adjudged finally disposed of.

WAYNE ROSS )
VS ) # 14086
VIOLET ROSS )

Come now the parties, by counsel, and the proceedings in this cause are now adjudged finally disposed of.

THE PLAINFIELD BUILDING )
AND LOAN ASSOCIATION, )
PLAINFIELD, INDIANA. )
VS ) # 13997
RICHARD G. AVERITT, ET AL.)

Come now the parties, by counsel, and the petition for appointment of receiver is now dismissed by the Court for want of prosecutinn.

It is, therefore, considered, ordered and adjudged by the Court that the petition for appointment of receiver be and the same is hereby dismissed for want of prosecution, and the proceedings in this cause are finally disposed of.

THE MUTUAL BENEFIT LIFE )
INSURANCE COMPANY )
VS ) # 14101
ELIZABETH WETHERALD, ET AL.)

Come now the parties, by counsel, and the Court having seen and examined the petition for appointment of receiver, and being duly advised, now denies said petition.

It is, therefore, considered, ordered and adjudged by the Court that the petition for appointment of receiver, be and the same is hereby denied.

M. A. ISAACS, TRUSTEE )
VS )
FLETCHER AMERICAN NATIONAL BANK, )# 12773.
OTTO J. FEUCHT, ) E N T R Y
JOHN P. COLLETT, )
WILLIAM N. FLEMING, JR., )
as Trustees. )

Come now the parties by their respective counsel, in open court, and the plaintiff now presents to the Honorable Paul E. Laymon, Special Judge in the above entitled and numbered cause, his written motion for a new trial, which is now, in open court, caused to be filed by the Clerk thereof, and which is in the words and figures as follows, to-wit: (H.I.).

And the Court having seen and examined said motion for a new trial, and being duly advised in the premises, now overrules the same, to which ruling of the court the plaintiff at the time excepts.

And the plaintiff now prays an appeal to the Appellate Court of Indiana, which is granted, and the plaintiff is given ninety (90) days within which to file all bills of exceptions.

Paul E. Laymon.

Paul E. Laymon, Special Judge.

ELBERT F. RAWLINGS )
VS ) # 13954 INTERLOCUTORY DECREE ORDERING SALE.
SUSAN LILLIE RAWLINGS ET AL. )

Comes now the plaintiff by his attorney 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 following: (here insert), that the defendants Susan Lillie Rawlings, Hazel G. Warren, Ruby A. Conner, Aldis Rawlings, Clyde Rawlings, Nina Smith and Eva Turpin have been duly served with process more than ten days before the first day of the Present term of this court and that the said defendants are three times audibly called in open court, but come not and wholly make default and that Jennie P. Proctor files answer herein stating that the said real estate is not susceptible of division without injury to the respective parties herein and praying herein that a sale of said property may be made and the proceeds divided (here insert).

And the court having heard the evidence and having been duly advised in the premises finds that the allegations in the complaint are true; that said plaintiff and defendants are the owners as tenants in commons of the following described real estate, situated in Hendricks County, State of Indiana, towit:

"The East half of the South West quarter of Section 8, Township 16 North of Range 1 East containing 80 acres more or less.

That said parties so own said real estate in the following proportions: Said plaintiff, Elbert F. Rawlings an undivided one twelfth thereof, said defendant, Susan Lillie Rawlings an undivided one third thereof; the defendant, Hazel G. Warren an undivided one twelfth thereof; the defendant, Ruby A. Conner an undivided one twelfth thereof; the defendant, Jennie P. Proctor an undivided one twelfth thereof; the defendant, Aldis Rawlings an undivided one twelfth thereof; the defendant, Cldye Rawlings an undivided one twelfth thereof; the defendant, Nina Smith an undivided one twelfth thereof, the defendant, Eva Turpin an undivided one twelfth thereof, and that their entitled to have their said interests



set off and assigned to them in severalty.

The court further finds from the evidence that said real estate cannot 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 parties in and to said real estate as the same are herein found and determined.

It is, therefore, considered and decreed by the court that the parties hereto are the owners thereof, and have interests, as above found and setforth, in and to said real estate, or to any proceeds divided 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 posting written or printed notices thereof in five public places in the township where said real estate is situated, the last of which said notices so posted at least ten days, prior to the time fixed for such sale. And upon such sale being made and confirmed all claim or title in and to said real estate held by any of the said owners thereof, effectually barred as if said parties themselves had executed a conveyance there of to the purchasers. And the court appoints Claude W. Gladden, a commissioner thereof, to make sale of the said real estate in accordance with the foregoing order, and requires him to execute a bond in the penalty of $8000.00, conditioned for the faithful discharge of his duties and with surety to the approval of the court. And now comes the said Claude W. Gladden and accepts said trust and tenders his bond as commissioner in the penalty and conditioned as aforesaid with Susan Lillie Rawlings, Clyde Rawlings, Aldis Rawlings, Nina Smith, Eva Turpin, Jennie P. Proctor and, Ruby A. Conner as sureties thereon, which bond is approved by the court and reads as follows:(insert), and said commissioner is directed to make due report of his proceeds during the next term of of this court.

W. B. NEWLIN, LIQUIDATING AGENT )
FOR THE FIRST NATIONAL BANK OF )
AMO, INDIANA. )
VS ) # 14364 Judgt. vs Defts. for $426.67 and costs.
GLENN ARNOLD, AND ALICE ARNOLD. ) J. D. 16, Page 291.

Comes now the above named plaintiff by Thad S. Adams, his attorney, and shows to the court, and files herein, the same being in words and figures as follows, (H.I.) the summons issued in this cause, together with the return of the Sheriff endorsed thereon, whereby it appears to the satisfaction of the court, that each of said defendants was on the 28th, day of July, 1934, and more than ten (10) days before the 1st, Monday in September 1934 duly notified of the filing and pendency of this action by having said summons read to, and within their hearing, And said defendants, and each of them, failing to appear and answer said complaint, they are each now upon the order of the court, three times loudly called, but come not, and herein wholly make default. And now upon the issue joined by said complaint, and the default of the defendants, is upon plaintiffs motion, submitted to the court, without the intervention of a jury, for trial, judgment and decree. And the court having heard, and

duly examined the proofs adduced, now finds that said defendants on the 29th, day of June 1929, executed and delivered unto said First National Bank, of Amo, Indiana, the note in suit, calling for the sum of $350.00 due One year after date, with seven per cent interest per annum, until maturity, and eight per cent per annum from maturity until paid. And ten per cent attorneys fees, without relief from valuation and appraisement laws. The court further finds that the following payments have been made on said note, to-wit: June 30th, 1930 $24.50, July 30th, 1930, $10.00, August 30th, 1930 $10.00, November 5th, 1930 $5.00, December 10th, 1930 $10.00, January 7th, 1931 $5.00 March 3rd, 1931 $5.00, June 15th, 1931 $5.00 July 20th, 1931 $5.00, August 28th, 1931 $16.00, making the total payments $95.50, and leaving due and unpaid interest at this date the sum of $38.67, with the principal of $350.00, and the further sum of $38.00 for attorneys fees, making the total sum of $426.67 due and owing, for which the plaintiff W. B. Newlin, as the duly authorized Liquidating Agent of said First National Bank of Amo, Indiana, is entitled to have and recover judgment against said defendants. The court further finds that on said 29th, day of June 1929, said defendants as security for the payment of said note, duly executed and delivered to said First National Bank of Amo, Indiana, their certain mortgage on the following described Real Estate, situated in Hendricks County, and State of Indiana, to-wit: A part of the South East Quarter of Section Twelve (12) Township Fourteen (14), North Range Two (2) West, and bounded as follows, to-wit: Beginning at a point on the West line of said quarter (1/4) Section, which point is Seventy (70) rods South of the North West corner thereof. Thence running East One hundred and sixty (160) rods to a point on the East line of said quarter (1/4) which point is Seventy (70) rods South of the North East corner thereof. Thence South Forty nine and one fourth (49-1/4) rods to a point on the East line of said Quarter (1/4) Section. Thence West One hundred and sixty (160) rods. Thence North Forty nine and one fourth (49-1/4) rods to the place of beginning. Containing 49-1/4 Acres more or less. The court further finds that said mortgage was on the 11th. day of July 1929, duly recorded in Mortgage Record No. 88, at page 350, in the Recorders Office of Hendricks County, Indiana, and that the plaintiff is legally entitled to have said mortgage foreclosed and said lands sold for the payment of said debt. Wherefore it is now hereby ordered, adjudged and decreed by the court that the said W. B. Newlin as such Liquidating Agent for the First National Bank of Amo, Indiana, have and recover judgment against said defendants for the sum of $426.67, and that same bear interest at the rate of eight per cent per annum from date until paid, and that the same be collected without any relief whatever from valuation and appraisement laws, together with all accrued and accruing costs taxed in this cause. And it is further hereby ordered, adjudged and decreed by the court, that the aforesaid mortgaged be, and the same is hereby foreclosed, and the sheriff of Hendricks County, is hereby directed, after duly advertising said real estate, as the Law directs, to sell the said described lands by authority of a certified copy of this judgment and decree, and from the proceeds arising from said sale he is first directed to pay all costs taxed and accruing herein and he shall next pay to the plaintiff the amount of said judgment and interest thereon, and the residue if any, shall be paid into the hands of the Clerk of the Hendricks Circuit Court, for the use of whoever may be lawfully entitled to receive the same. And in the event said lands fails to sell for an amount sufficient to pay said judgment, interest and costs, then the unpaid residue thereof shall be levied on any property, goods or chattels, belonging to the defendants, that may be found, that is subject to execution. All of which is now finally hereby ordered, adjudged and decreed by the court.



JOHN C. TAYLOR, )
Plaintiff. )
VS ) # 14515
ADALINE M. STANLEY ) Foreclosure Decree.
RETA S. STANLEY ) Judgt. vs Defts. for $2952.19 and costs.
MARY K. STANLEY, ) J. D. 16, Page 291.
Defendants. )

Comes now the plaintiff, in the above entitled cause of action, in his own proper person and by counsel, and come also the defendants, Adaline M. Stanley, Reta S. Stanley and Mary K. Stanley, by Zimri E. Dougan, their attorney, and it appearing to the court that each and all of said named defendants have been served with summons by the Sheriff of Hendricks County, Indiana, for more than ten days before the return day fixed by endorsement on the plaintiff's complaint herein, as the same is shown to the Court by such writ of summons and the said sheriff's return endorsed thereon, which writ and return are in the following words and figures, to-wit: (H.I.).

And now said named defendants present and file their several answer in general denial to the plaintiff's complaint herein, which answer is in the following words and figures, to wit: (H.I.).

And now this cause, being at issue, is, upon motion of the plaintiff, submitted to the court for trial, finding, judgment and decree.

And the court, having heard the evidence and being duly advised and informed in the premises does now find that it hath jurisdiction of the subject matter and of all the parties to this action; and upon the evidence so adduced the court further finds for the plaintiff, John C. Taylor, as against the defendants, and each of them, that the allegations of plaintiff's complaint are true and that there is due and owing to said plaintiff herein from the defendants, and each of them, each of whom the court finds to be unmarried, upon the promissory notes and mortgage sued upon in this action and exhibited with plaintiff's complaint herein the total sum of $2802.19 of principal and interest to date of this decree, and also the further sum of $150.00 on account of his attorney's fees recoverable in this action, and all of which, together with interest thereon at the rate of 7% per annum from date of this decree until paid, and the costs accrued and accruing in this action, said plaintiff is entitled to so have and recover of and from the defendants, and each of them, without any relief whatever from valuation or appraisement laws.

And the court further finds that the payment of all said sums, hereinabove mentioned, and the total amount thereof, is secured by the mortgage sued upon by the plaintiff in this action and exhibited in plaintiff's complaint herein, and covering the real estate therein described, being the real estate hereinafter in this decree described, and that said mortgage is a valid and subsisting first and prior lien upon said real estate for the payment of all said sums, and the total amount thereof, and senior to all rights, title, interests, liens and claims of the defendants, and each of them, and of all persons whatsoever claiming from, through or under them, or any one of them, in, to and upon said real estate and that plaintiff is entitled to have his said mortgage foreclosed as against all of said defendants, and as against each one of them, and to have said real estate ordered sold to pay such sums, and the total amount of such sums, without any relief whatever from valuation or appraisement laws; and the court further finds that in and by the terms of said mortgage the mortgagors therein and there-

by expressly promised and agreed to pay the aforesaid sums of money thereby secured, and the total amount thereof, without relief from valuation or appraisement laws.

In consideration whereof it is now ordered, adjudged and decreed by the court that the plaintiff, John C. Taylor, have and recover of and from the defendants, above named, and of and from each of them, the sum of $2952.19, together with interest thereon at the rate of 7% per annum from the date of this judgment until paid, and together also with his costs and accruing costs in this action, all the same to be so had and recovered by the plaintiff of and from said defendants, and each of them, without relief from valuation or appraisement laws of the State of Indiana.

It is further ordered, adjudged and decreed by the court that the equity of redemption of the defendants, above named, and of each of them, and of all persons whatever claiming from, under or through them, or any one of them, in and to the real estate described in plaintiff's complaint herein, and in the mortgage of the plaintiff therein sued upon and exhibited therein, and being the following described real estate in Hendricks County, Indiana, to wit:

> A part of the South half of the Northeast Quarter of section 19, township 15 North of Range 1 West, bounded as follows, to wit: Beginning at a point one rod West of the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 19, township and range aforesaid, and running thence North with section bearing 40 rods; thence West 16 rods; thence North 26,2/3 rods; thence East to the section line dividing sections 19 and 20, in said township and range; thence South on said line 66,2/3 rods to the Southeast corner of said quarter quarter; thence West to the place of beginning, estimated to contain 36 acres, more or less,
>
> Also beginning one rod West of the Southwest corner of the Southeast Quarter of the Northeast Quarter of section 19, township 15 North of range 1 West, thence West 16 rods; thence North 40 rods; thence East 16 rods; thence South 40 rods to the place of beginning, containing 4 acres, more or less, and in the two tracts above described 40 acres, more or less

be and the same is hereby forever barred and foreclosed, and that said described real estate and all the right, title, interests and claims of said defendants, and of each of them, and of all persons whatsoever claiming from under or through them or of any one of them, in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Hendricks County, Indiana, as other lands are sold on execution, the said sale to be so made without any relief whatever from valuation or appraisement laws of the State of Indiana; and the proceeds arising from such sale said Sheriff is ordered and directed to apply in the manner and order following, to wit:

First: To the payment of all costs accrued in this cause, and the costs of such sale.

Second: To the payment of the amount found due the plaintiff herein, John C. Taylor, being the amount of the judgment hereinbefore rendered in favor of said plaintiff herein, together with interest thereon at the rate of 7% per annum from this date until payment is made.

Third: The overplus, if any there be remaining after payment of the foregoing judgment, interest and costs, to be paid by the said Sheriff to the Clerk of this Court for the use and benefit of the party or parties lawfully authorized to receive the same.

And it is further ordered, adjudged and decreed by the Court that in the event said mortgaged lands and premises shall fail to sell for a sum sufficient to pay and satisfy in full the said judgment, interest and costs so rendered in favor of the judgment plaintiff, John C. Taylor, then the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements belonging to said defendants, or any one or more of them, subject to execution, and that sale thereof shall be so made without any relief whatever from valuation or appraisement laws of the State of Indiana.



It is further ordered by the court that a duly certified copy of this decree, under the hand of the Clerk and the seal of this court, shall be sufficient authority to the said Sheriff of said Hendricks County, Indiana, to execute and perform the same.

It is further ordered, adjudged and decreed by the court that upon the expiration of the statutory period of redemption and the execution by the Sheriff of a deed of conveyance of said mortgaged lands and premises, so sold and not redeemed, to the person or persons, firm or corporation, entitled thereto, the defendants to this suit and anyone claiming under or through them, or any or either of them, then in possession of said real estate, or any part thereof, so sold, shall, upon demand, and the exhibition of said deed, or a certified copy thereof, forthwith surrender to the holder of such deed the full and peaceable possession of said real estate; and in the event such person, persons, firm or corporation, or any or either of them, shall fail or refuse to surrender possession, as aforesaid, then upon motion of the one entitled to such possession, as aforesaid, an order shall be entered in this cause directing a writ of assistance to be issued to said Sheriff demanding him to remove such person or persons firm or corporation, and all their property and effects, from said real estate and premises and to put the holder of such Sheriff's Deed into the full and quiet possession thereof; and jurisdiction is hereby reserved by this court for the purpose of making and enforcing any such order or writ.

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

Dated February _____, 1935.

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 25th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

STATE OF INDIANA )
VS ) # 7545
PAUL FULKNER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Paul Kulkner, in his own proper person, and being duly arraigned before the Court this term, for his plea says that he is guilty as charged in the affidavit.

And now the Court takes this cause under advisment, and the defendant is remanded to jail.

STATE OF INDIANA )
VS ) # 7546
B. C. HARPER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, B. C. Harper, in his own proper person, and being duly arraigned before the Court, for his plea says that he is guilty as charged in the affidavit.

And now the said defendant is ordered to report Saturday, March 2nd, 1935, at 9:00 o'clock A. M.

STATE OF INDIANA )
VS ) # 7547 Judgt. vs Deft. for $25.00 & costs.
GEORGE RUSE ) J. D. 16, Page 292.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, George Ruse, in his own proper person, and being arraigned before the Court, for his plea says that he is guilty as charged in the affidavit.

It is, therefore, adjudged and decreed by the Court that the defendant, George Ruse, for the offense by him committed, be and he is fined in the sum of $25.00 and that he be and he is imprisoned in the State Penal Farm for a period of one year, 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 so long as the said defendant refrains from violation of any law.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended so long as the defendant, George Ruse, refrains from violation of any law.



GRAND AND PETIT JURORS, DRAWN FOR THE MARCH TERM, 1935.

BE IT REMEMBERED, That on the 25th day of February, 1935, W. P. Strickler and Henry C. Rodney 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, 1935 of this court, viz:

1. Allen C. Trusty-----Guilford Township
2. E. J. Misch---------Washington Township
3. Herbert Sawyer-------Liberty Township
4. Herbert T. White-----Lincoln Township
5. Granville Leach------Union Township
6. Edward Foudrey-------Washington 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, 1935, of this court, viz:

| | | | | | |
|---|---|---|---|---|---|
| 1. Maurice Rose | Washington | Twp. | 16. Leon Tinder | Center | Twp. |
| 2. Nolan Smith | Washington | Twp. | 17. Atlas E. Gore | Brown | Twp. |
| 3. Russell Turley | Brown | Twp. | 18. Chas. B. Gambold | Clay | Twp. |
| 4. Olsen Hunt | Marion | Twp. | 19. H. H. Freeman | Center | Twp. |
| 5. Raymond Stevenson | Marion | Twp. | 20. Glen Durham | Eel River | Twp. |
| 6. P. H. Watkins | Union | Twp. | 21. Albert Jessup | Guilford | Twp. |
| 7. Frank Lovell | Middle | Twp. | 22. Robt. Armstrong | Center | Twp. |
| 8. Frank O'Neal | Clay | Twp. | 23. Herschell Disney | Center | Twp. |
| 9. Lon Dillon | Middle | Twp. | 24. Amos Smith | Franklin | Twp. |
| 10. Chas. Larsh | Washington | Twp. | 25. Marshall Flathers | Center | Twp. |
| 11. Henry Gentry | Center | Twp. | 26. Albert A. Phillips | Guilford | Twp. |
| 12. R. E. Pierson | Middle | Twp. | 27. Herman Heavin | Marion | Twp. |
| 13. Earl Atkinson | Center | Twp. | 28. Kenneth M. Toney | Lincoln | Twp. |
| 14. Calvin Stout | Liberty | Twp. | 29. William C. Strafford | Guilford | Twp. |
| 15. Lemuel Everett | Lincoln | Twp. | 30. Geo. Baldock | Liberty | Twp. |

COURT ALLOWANCES FOR JANUARY TERM, 1935.

| | |
|---|---|
| Helen Harris, Court Reporter | $ 238.24 |
| Henry Rodney, Jury Commissioner | 9.00 |
| Walter Strickler, Jury Commissioner | 9.00 |
| Frank Tucker, Per Diem for Attending Court | 76.00 |
| Chase Harding, Special Judge | 10.00 |
| Edgar Blessing, Special Judge | 40.00 |
| Paul E. Laymon, Special Judge | 120.00 |
| Milburn N. Scamahorn, Probation Officer | 100.00 |
| Alvin Hall | 38.25 |
| The Lawyers Co-operative Publishing Co. | 57.50 |
| PETIT JURY: (SPECIAL) | |
| Howard Cox | 6.00 |
| Howard Paff | 7.40 |
| Clarence Johnson | 8.00 |
| Paul Blake | 7.00 |

| | |
|---|---|
| Charlie Booker | 7.80 |
| Eugene Ratliff | 7.40 |
| Ralph Snyder | 7.60 |
| Carlos Clark | 3.40 |
| Harold Cornwell | 3.70 |
| Max Sellers | 3.80 |
| PETIT JURY FOR JANUARY TERM, 1935. | |
| Orville Dyer | 70.30 |
| Omer Smith | 70.20 |
| Henry Long | 54.60 |
| Leslie Stout | 63.00 |
| William Herdrick | 74.10 |
| Thomas J. Burns | 74.10 |
| Wesley Price | 68.40 |
| Nesbit Brown | 64.60 |
| S. L. McKee | 68.40 |
| M. E. Leak | 70.30 |
| William Mackey | 39.20 |
| William Newman | 23.10 |
| Earl Thompson | 28.00 |
| Fred Hobbs | 49.00 |
| Henry Clay | 36.50 |
| Walter Rader | 3.50 |
| Paul Martin | 49.20 |
| A. H. Davis | 7.40 |
| Lee Worrell | 10.50 |
| Earl Blair | 3.50 |
| J. J. Gambold | 7.80 |
| Herman Heavins | 7.40 |
| Evart Watson | 7.00 |
| C. H. Walters | 7.40 |
| P. L. Lilly | 6.20 |
| Ed Newman | 2.60 |
| Sam Ghere | 5.20 |
| William Walls | 2.60 |
| A. C. Underwood | 2.60 |
| January 11th Ed Crawley, 13 Meals @ .50 each | 6.50 |
| January 22 and 23, Elsworth Stuart, 26 meals @ .50 each | 13.00 |
| January 23rd East Side Restaurant, 13 Lunches | 3.45 |
| T O T A L | 1,696.74 |



Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motion and demurrers not disposed of at the present term of court be continued to the March Term, 1935, of said court.

And Court adjourned until court in course,

Records read and signed in open court.

_____, Judge.

BE IT REMEMBERED, That on the 27th day of February, 1935, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

SIMON SHORE )
VS. ) # 14319 ORDER BOOK ENTRY
FIRST RURAL LOAN AND )
SAVINGS ASSOCIATION )

* * * * * *

Comes now First Rural Loan and Savings Association, defendant in the above entitled cause, and the Hendricks Circuit Court being in vacation, the said defendant now files in the Clerk's Office of said court its motion for a new trial of said cause in the words and figures following, to-wit: (H.I.)

And the Clerk of said court, upon the request of the defendant, now makes a minute of the filing of such motion on the entry docket, wherein he shows the date of such filing, to-wit: February 27, 1935, and affixes his initials thereto; and in pursuance thereof likewise makes this vacation order book entry showing such filing and the date thereof.

All of which is done in vacation of the Hendricks Circuit Court, this 27th day of February, 1935.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 28th day of February, 1935, the same being in Vacation of the Hendricks Circuit Court, and before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7545 Judgt. vs Deft. for $25.00 Fine & Costs.
PAUL FULKNER ) J. D. 16, Page 292.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Paul Fulkner, in his own proper person, and said defendant having heretofore plead guilty as charged in the affidavit, and the Judge in Vacation now being duly advised, renders the following judgement.

It is, therefore, now adjudged and decreed by the Judge, 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 State Penal Farm for a period of thirty days, and that the said defendant, Paul Fulkner, pay the costs of this action, taxed at _____ dollars and _____ cents.

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of March, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7551
GROVER McCLOUD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Grover McCloud, in his own proper person, and being duly arraigned before the Judge in Vacation, for his plea says that he is willing for the Judge to make an order against him for support of his child.



It is, therefore, now ordered by the Judge, that the defendant, Grover McCloud, pay to the Clerk of this Court for support of said child, the sum of $10.00 per month, payable each two weeks in the sum of $5.00, the first payment to be made on or before March 15th, 1935.

Attest: Frank Tucker, Clerk.

Monday Morning, March 4th, 1935.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the March Term, 1935, which term of court was begun and continued at the Court House in the town of Danville, in the County and State aforesaid, commencing on Monday the 4th day of March, 1935, that being the day fixed by law for hold said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, Prosecuting Attorney,
Albert H. Shane, Sheriff,
Frank Tucker, Clerk.

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

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
THE REPAIRING, STRAIGHTENING, )
BUILDING, TILING AND COVERING ) # 14456
THE CHRISTOPHER TRUCKSESS DITCH)
IN LINCOLN TOWNSHIP. )

Comes now the surveyor, herein, and files petition for extension of time in which to file report, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being sufficiently advised in its premises, now grants the same, and time for filing report is extended to March 16th, 1935.

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 5th, 1935.

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, March 6th, 1935.

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

LANA W. CLEMENT )
VS ) # 14361
CLAUDE W. GLADDEN )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion to make more specific, heretofore filed, and now being duly advised, overrules the same, which ruling of the Court the defendant duly objects and excepts.

IDA LEE )
VS ) # 14379
MARTINSVILLE SCHOOL CITY)

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 comes William H. Cain, Receiver, by counsel, and files waiver, appearance and answer, which waiver, appearance and answer are in the words and figures following, to-wit: (H.I.).

EFFIE FORDING )
VS ) # 14394
OSCAR FORDING )

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.). Said plaintiff also files affidavit of disinterested party as to non-residence, which affidavit is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said affidavits and being duly advised, now orders non-resident notice issued for the defendant, making the same returnable May 6th, 1935.

SIDWAY S. CLEMENT )
VS ) # 14419
CLAUDE W. GLADDEN )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion to make more specific, heretofore filed, and now being duly advised, overrules the same, which ruling of the Court the defendant duly objects and excepts.

MARCELLA STANFIELD, ETC. )
VS ) # 14420
CLAUDE W. GLADDEN )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion to make more specific, heretofore filed, and being duly advised, now overrules the same, which ruling of the Court the defendant duly objects and excepts.



STATE OF INDIANA )
VS ) # 7270
WILLIAM McKAMEY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7273
JOHN ROSS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7274
FORREST E. FLYNN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7279
LEWIS J. HOPKINS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, which motion is in the words and figures following, to-wit: (H.I.).

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

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

STATE OF INDIANA )
VS ) # 7281
EMERY HASHMAN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7283
EMERY HASHMAN )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7285
MARION CUTRELL )
ERNEST E. FARROW, JR. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7288
OWEN WALTS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7296
CHARLES H. PETRO )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7297
EDGAR COX )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7298
JOSEPH KESLER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7302
COLLIE WIGGAM )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, 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 ) # 7303
MARY E. THOMPSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for lack of evidence, 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, does now sustain the same.

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

LENA LOWE )
VS ) # 14525
DONALD LOWE )

Comes now the plaintiff, by counsel, and upon her 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.

MARION HINE )
VS ) # 14529 Judgt. vs Pltf. for $5.00 per week.
MILDRED HINE ) J. D. 16, Page 292.

Come now the parties, in person and by counsel, and the matter of the petition for support and custody of the child 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 petitioner, Mildred Hine, and that the said Mildred Hine should be given the care and custody of the infant child until further order of the Court and that the plaintiff, Marion Hine, should pay to the defendant, Mildred Hine, for the support and maintenance of said child, the sum of $5.00 per week until further order.

It is, therefore, considered, ordered and adjudged by the Court that the petitioner, Mildred Hine, be given the care and custody of the infant child until further order of the Court and that the plaintiff, Marion Hine, be and he is hereby ordered to pay to the said defendant, Mildred Hine, for the support and maintenance of said child, the sum of $5.00 per week until further order of the Court.

FLOSSIE B. GRIBBIN )
VS )No. 14496 -
WILLARD H. HAYES. ) Decree of Partition and Order of Sale.

Comes now the plaintiff in the above entitled cause of action by counsel and it appearing to the court that the above named defendant has been duly served with summons more than ten days before the return date fixed by endorsement on the plaintiff's complaint, as the same is shown by the summons issued to the sheriff of Hendricks County, Indiana, and said sheriff's return thereon, which summons and sheriff's return are in the following words and figures, to wit: ( H.I. )

And now the defendant presents and files his answer in general denial to the plaintiff's complaint, which answer is in the following words and figures, to wit: (H.I.)



And now this cause, being at issue, is submitted to the court for trial, finding, judgment and decree, without the intervention of a jury.

And the court, having heard the evidence adduced in this cause, and being fully advised and informed in the premises, does now find for the plaintiff and that the allegations in her complaint contained are true.

And the court finds that the plaintiff, Flossie B. Gribbin, and the defendant, Willard H. Hayes, are the owners, as tenants in common, in equal parts or moities of the real estate described in the complaint and herein described as the following real estate situated in Hendricks County, Indiana, to wit:

> Beginning at the Northeast corner of the following described tract of land, to wit: A part of the Northwest Quarter of section 31, in Township 15 North of Range 1 West described as follows, to wit: Beginning at the Northwest corner of said section 31, township and range aforesaid, thence South 94.5 rods, thence East 67.6 rods, thence North 94.5 rods, thence West 67.6 rods to the place of beginning, estimated to contain 40 acres more or less, thence running West from said Northeast corner of said described tract along the township Road a distance of 451 feet and to the intersection of the township road running North and South; thence South along the center of said road a distance of 94.5 rods; thence East 451 feet; thence North 94.5 rods to the place of beginning, estimated to contain 16 acres, more or less.

And the court finds that the plaintiff and defendant are each the owner of an undivided one half part in value of said real estate; that said real estate is not susceptible of partition and division among the said owners without damage and injury to the value of said real estate and to the interests of the said owners. And the court finds that said real estate should be sold, and after paying the costs and expenses of this action the balance of the purchase price should be divided between the said owners in equal parts. And the court finds that said sale should be made subject to the mortgage now remaining unpaid thereon.

And the court finds that the probable value of said real estate is $1500.00, less the amount of the unpaid mortgage thereon.

It is therefore ordered and adjudged by the court that the real estate herein described be sold, subject to the unpaid balance of the mortgage thereon, for cash in hand. That Charles B. Worrell be appointed as Commissioner of sale and that he give bond to the approval of the court in the sum of $1500.00.

It is ordered by the court that notice of such sale be given by publication for ten days and by posting of notices in five public places in the neighborhood of said real estate for a like length of time.

It is ordered that said real estate be sold at private sale for an amount not less than the full appraised value thereof, less the amount of the unpaid part of the mortgage thereon.

All of which is adjudged and decreed by the court.

And now said Charles B. Worrell accepts said appointment and presents his bond with the Hartford Accident & Indemnity Company as surety, which bond is now approved by the Court and is in the following words and figures, to wit: (H.I.).

MALISA WARD )
ALICE McCLAIN )
HOWARD COX )
OTIS COX )
JOE COX )
CLAUDE COX )
MABEL HEATH )
ALFRED COX )
BERNARD COX )
ERNEST COX )
WALTER COX )
HERBERT COX )
FLORA COX )
VS ) # 14524 INTERLOCUTORY DECREE
ELMER COX ) ORDERING SALE

Comes now the parties and the issue this benalf having been joined, 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 plaintiff's and defendant are the owners in fee simple as tenants in common of the following described real estate:

A part of the east ½ of the north east ¼ of section 31, township 15, north of range 1 E, bounded and described as follows: Beginning at a point 172 ½ rods south of the center north of S.E. quarter of section 30, township 15, north of range 1 east; thence south 67½ rods to the center of the white lick creek; thence north 41 degrees, east 20 rods and north 24½ degrees, west 32 rods; thence north 7 degrees, east 31½ rods; thence west to the place of beginning, except 18 feet of equal width through out off of and across the entire north side of the above described real estate, containing 19.90 acres more or less.

Also: A part of the east half of the south west quarter of section 33, township 15, north of range 1 E, described as follows, to wit:- Beginning at a center of said section 33 and running south along the east line of said quarter a distance of 11.61 chains to the center of the National road, thence south 66 degrees and 39 minutes west along the center of said road a distance of 6.91 chains; thence run north 14,26 chains to the north of said quarter section, thence run east along said north line a distance of 6.35 chains to the place of beginning, containing 8.21 acres, more or less.

Also: A part of the north east quarter of the south east quarter and a part of the south east quarter of the north east quarter, all in section 36, township 15, north of range 1 W. bounded and described as follows, to wit:- Beginning at the east one half mile stone of said section 36, township and range aforesaid; and running thence west 28.94 rods; thence south 47 rods; thence west 53.06 rods and to the west line of the north east quarter of the south east quarter of said section, township and range; thence north 95.57 rods to the south line of the present right of way of the P.C.C. & St. L. Railway company; thence north easterly on and along the south line of said right of way 1324.7 feet and to the east line of said section; thence south to the place of beginning, containing 38.78 acres more or less.

Also: Lots numbered, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, all in Olivers addition to the town of Cartersburg, Indiana.

That said parties so own said real estate in the following proportions: Said plaintiff Malisa Ward, an undivided one eighth thereof. Said plaintiff Alice McClain, an undivided one eighth thereof. Said plaintiff Howard Cox, an undivided one eighth thereof. Said plaintiff Otis Cox, an undivided one eighth thereof. Said plaintiff Joe Cox, an undivided one eighth thereof. Said plaintiff Claude Cox, an undivided one-twenty fourth thereof. Said plaintiff Mabel Heath, an undivided one twenty-fourth thereof. Said plaintiff Alfred Cox, an undivided one twenty fourth thereof. Said plaintiff Bernard Box, an undivided one fortieth thereof. Said plaintiff Ernest Cox, an undivided one fortieth thereof. Said plaintiff Walter Cox, an undivided one fortieth thereof. Said plaintiff Herbert Cox, an undivided one fortieth thereof. Said plaintiff Flora Cox, an undivided one eighth thereof. And said defendant Elmer Cox, an undivided one eighth thereof.



And that they are entitled to have their said interest set off and assigned to them in severalty. The Court further finds from the evidence, and further by the consent of the parties that the said real estate as described herein can not be divided 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 interest of the parties in and to said real estate as the same are herein found and determined.

It is therefore considered and decreed by the Court that the parties hereto are the owners of, and have interest, as above found and set forth, in and to said real estate, or to any proceeds derived from its sale, and that said real estate is not susceptible of partition without damage to the said owners thereof. Wherefore it is by the Court further ordered and adjudged that said real estate, after being duly appraised as provided by law, be sold by a commissioner appointed for that purpose, at private sale for cash.

Notice of the time, terms and place of such sale shall be given by 2 publications thereof in some weekly newspaper, printed and published in Hendricks County, Indiana, and by posting written or printed notices thereof in 5 public places in the township where said real estate is situated. The last of which notices shall be so published and all of said notices so posted at least 10 days prior to the time fixed for sale. And upon such sale being made and confirmed all claim or title in and to said real estate held by any of the said owners thereof, shall be as effectually barred as if said parties had them selves executed a conveyance there of to the purchaser.

The Court now appoints Elmer Cox a 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 $6,000, conditioned for the faithful discharge of his duties and with the surety thereon to be approved by the Court. And now comes the said Elmer Cox and accepts such trust and tenders his bond as commissioner in the penalty and conditioned as aforesaid with Morton Foster and Walter Coble as sureties 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 and there upon proceed to the execution of the foregoing order for the sale thereof, and make due report of his proceeds during the next term of Court.

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

C. J. Stevenson, Judge.

Thursday Morning, March 7th, 1935.

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

STATE OF INDIANA )
VS ) # 7552.
BEN H. THOMAS )

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 as charged in the affidavit.

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

CLAYTON BANK & TRUST CO. )
VS ) # 13588
IDA M. MILHON ET UX. )

Comes now the defendant, J. Thomas Craven, by counsel, and files petition for release of judgment, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said petition, the same is now set for hearing Monday, March 11th, 1935, at 9:00 o'clock A. M, and the Clerk of this Court is ordered to issue notice to C. E. Kelley, Receiver, and Calvin Stout.

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 8th, 1935.

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

ELIZABETH ULAND )
VS ) # 14185
CITY OF INDIANAPOLIS, )
ET AL. )

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

VECHIL HOGAN, BY HIS NEXT )
FRIEND JESSE HOGAN )
VS ) # 14530
THE INDIANAPOLIS RAILWAY, )
(A CORPORATION). )

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

JAMES TOWNSEND )
VS ) # 14531
GREYHOUND LINES )
INCORPORATED. )

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

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

Saturday Morning, March 9th, 1935.

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

THOMAS M. RYBOLT, )
MARTHA B. RYBOLT, )
PARTNERS & ETC. )
VS ) # 14470
EARL PEFFLEY )

Come now the plaintiffs, 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 in its premises, now sustains the same and this cause is now dismissed, the costs having hereintofore been paid on dismissal.

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

RALPH SIMPSON )
VS ) # 14487 Judgt. vs Pltf. for Costs.
IVA SIMPSON ) J. D. 16, Page 293.

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 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, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between Ralph Simpson and Iva Simpson 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, Ralph Simpson, pay and satisfy the costs of this action, taxed at _____dollars and _____cents.

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



Monday Morning, March 11th, 1935.

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

DAN FIELDS )
VS ) # 13630 Judgt. vs Pltf. for costs.
HOWARD CHRISTOPHER ) J. D. 16, Page 293.

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, Dan Fields, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

LIBERTY TOWNSHIP, )
HENDRICKS COUNTY, )
INDIANA, ETC. )
VS ) # 13836 Judgt. vs Pltf. for Costs.
CHARLES B. WORRELL, ) J. D. 16, Page 293.
ET AL. )

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, Liberty Township, Hendricks County, Indiana, by its Trustee, Tobias Kendall, and its Advisory Board, Ben Scott, Walter Coble and Fred Franklin, being the Board of Finance of Liberty Township, Hendricks County, Indiana, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

PATRICK F. GREELEY )
VS ) # 13880 Judgt. vs Pltf. for Costs.
KATE GREELEY, ET AL. ) J. D. 16, Page 293.

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, Patrick F. Greeley, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

PETER M. LEUTERITZ )
VS ) # 13895 Judgt. vs Pltf. for Costs.
MARTIN B. MORAN ) J. D. 17, Page 1.

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, Peter M. Leuteritz,

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

HARNEY F. SEMONES, )
RECEIVER, ETC. )
VS ) # 14177 Judgt. vs Pltf. for Costs.
T. C. SMOCK, ETC. ) J. D. 17, Page 1.

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.

FRANK H. RILEY, M. D. )
VS ) # 14472
JAMESTOWN LUMBER CO. )

Come now the parties, in person and by counsel, and the defendant files motion to dismiss complaint, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion, now withholds his ruling on same. And now said defendant files demurrer to each paragraph of complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer, now witholds his ruling on same. And now the defendant files answer, which answer is in the words and figures following, to-wit: (H.I.).

This cause being at issue is now submitted to the 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.

MARGARET CORLISS )
VS ) # 13829 Judgt. vs Defts. for $295.21 and costs.
MARTIN DUFFY ) J. D. 17, Page 1.
ED FAHY )

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.

The plaintiff now dismisses the first paragraph of complaint.

And this cause now being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

The Court having heard all of the evidence in this cause and being duly advised, finds for the plaintiff on the second paragraph of the complaint, and that there is due the plaintiff on the note sued upon the sum of $270.21 of principal and interest and the further sum of $25.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendants, Martin Duffy and Ed Fahy, 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 defendants, Martin Duffy and Ed Fahy, the sum of $295.21, together with the costs for this action, taxed at _____dollars and _____cents.

MARGARET CORLISS )
VS ) # 13886 Judgt. vs Defts. for $50.18 and Costs.
MARTIN DUFFY & ) J. D. 17, Page 1.
LILLIE DUFFY )

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 servied with process more than ten days before the day fixed by the plaintiff by indorsement on her complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly makes default.

And this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence and being duly advised, finds for the plaintiff and that there is due the plaintiff on the note sued upon the sum of $35.18 of principal and interest, and the further sum of $15.00 as attorney fees, and that the plaintiff is entitled to a personal judgment against the defendants Martin Duffy and Lillie Duffy, 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 defendants, Martin Duffy and Lillie Duffy, the sum of $50.18, together with the costs for 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.

_____, Judge.

Tuesday Morning, March 12th, 1935.

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

JAMES B. NELSON )
VS ) # 13761 Judgt. vs Pltf. for Costs.
RUBEN G. GOODWIN, ET AL. ) J. D. 17, Page 2.

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, James B. Nelson, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

WALTER W. WILLIAMS )
VS ) # 14504 Judgt. vs Deft. for $96.60 and Costs.
CHARLES PACE ) ENTRY J. D. 17, Page 2.

Comes now the plaintiff by counsel, and it appearing to the court by the summons issued in this cause and the return of the sheriff indorsed thereon which summons and indorsement are in the words and figures following, to-wit: (H.I.), that the defendant has been duly served with such summons more than ten days before the first day of the present term of this court, and the defendant failing to appear and answer the complaint herein is now three times audibly called and comes not, but herein wholly makes default, this cause is now submitted to the court upon such default and the evidence being heard and the court being duly advised in the premises,

The court now finds that there is due the plaintiff from the defendant on the note sued upon the sum of Sixty Dollars ($60.00) principal, the further sum of Sixteen Dollars and Sixty Cent ($16.60) interest, and the further sum of Twenty Dollars ($20.00) as a fee for the attorney for plaintiff; and that the chattel mortgage described in the complaint should be foreclosed upon the chattels therein described.

It is therefore considered, adjudged, and decreed by the court that the plaintiff recover of the defendant the sum of Ninety-six Dollars and Sixty Cents (96.60) together with the costs of this action, all without relief from valuation and appraisement laws; that the plaintiffs mortgage be foreclosed; that the chattels therein named and described as follows, to-wit: four cows, are so much thereof as may be necessary for that purpose be sold by the sheriff of Hendricks County, Indiana as other goods, chattels, and personal property are sold on execution, without relief from valuation or appraisement laws and the proceeds thereof be applied first to the payment of the costs herein, second to the payment of the amount herein found due the plaintiff, being the amount of the judgment herein rendered with interest from this date, third the overplus, if any there be, to be paid by the sheriff to the clerk of this court for the use of the party lawfully entitled and authorized to receive the same; and that, in event, said mortgage chattel shall fail to sell for a sum sufficient to pay and satisfy said judgment herein together with interest, costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods, chattels, lands and tenements of the defendant, Charles Pace, subject to execution and without any relief from valuation or appraisement laws.



Done in open court this 12th day of March, 1935.

THE CENTRAL TRUST COMPANY OF )
GREENCASTLE, INDIANA. )
VS ) # 14416
DANIEL W. TIBBS, JR., ET AL. ) D E C R E E

Judgt. vs Defts. for $1012.90 and Costs.
J. D. 17, Page 2.

Judgt. vs Deft., Daniel W. Tibbs, for $126.55 and Costs.
J. D. 17, Page 3.

Comes now the plaintiff in the above entitled cause and it appearing to the court from the summons and the return of the sheriff endorsed thereon that the defendants were served with process for more than ten days prior to the 16th day of October, 1934, the date endorsed upon plaintiff's complaint for the return day of the summons herein, which summons and return thereon are in the words and figures as follows, to-wit: (H.I.)

And now comes the Honorable Zimri E. Dougan and with-draws his appearance for the defendants.

And now the defendants are three times loudly called in open court but come not but herein wholly make default.

And this cause being at issue upon the plaintiff's complaint and the default of the defendants 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 sufficiently advised in the premises finds that the allegations of the several paragraphs of plaintiff's complaint are true and that plaintiff is entitled to recover on each of the paragraphs of complaint on the notes sued upon.

The court further finds that there is due and owing from the defendants on the note sued upon in the first paragraph of complaint the sum of $428.73 as principal and interest together with attorney fees in the sum of $40.00, all of which the plaintiff should recover from the defendants without relief from valuation or appraisement laws.

The court further finds that plaintiff is entitled to recover from the defendants upon its second paragraph of complaint and that it should recover the sum of $68.44 as principal and interest on the note sued upon and the further sum of $10.00 as attorney fees, all of which should be recovered without relief from valuation or appraisement laws.

The court further finds that plaintiff should recover upon its third paragraph of complaint on the note sued upon the sum of $425.73 as principal and interest and the further sum of $40.00 as attorney fees, all of which should be recovered without relief from valuation or appraisement laws.

The court further finds that plaintiff should recover upon its fourth paragraph of complaint upon the note sued upon against the defendants the sum of $116.55 as principal and interest and the further sum of $10.00 attorney fees, all without relief from valuation or appraisement laws.

It is, therefore, ordered, adjudged and decreed that plaintiff have and recover from the defendants, Daniel W. Tibbs, Jr., and Laura Lesta Tibbs, the sum of $1,012.90, all without relief from valuation or appraisement laws.

It is further considered, ordered and adjudged that plaintiff have and recover from the defendant, Daniel W. Tibbs, Jr., the sum of $126.55, all without relief from valuation or appraisement laws.

It is further ordered, adjudged and decreed that plaintiff have and recover from the defendants its costs in this cause 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, March 13th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WILLIAM F. KEARNS, ET AL. )
VS ) # 14516
WILLIAM HART, ET AL. )

Comes now Josephine Hart, by counsel, and files petition to be made a party defendant, which petition is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said petition and being sufficiently advised in its premises now grants the same, and said petitioner is made party defendant.

CONRAD REIBE )
VS ) # 14520 ORDER TO ALLOW
L. PARK THORNBURG ) INSPECTION OF BOOKS AND PAPERS.

The Motion of the defendant, for an order upon the plaintiff to allow an inspection of certain books and papers and that he be allowed to take copies thereof, coming on for hearing and the Court having heard the evidence and being satisfied in the premises finds that said order should be granted.

IT IS, THEREFORE, NOW ORDERED that the plaintiff allowed the inspection by defendant and his counsel of the following books and papers, to-wit:-

Minute Book of the Indianapolis Auto Service, Inc., and Minutes of the Shareholders and Directors Meetings, at which defendant L. Park Thornburg is purported to have been elected a director and officer of said Corporation; Stock Register and Stock Certificate Book of said Corporation, showing the number of shares issued and outstanding and by whom same are held.

It is further ordered that the defendant be allowed to take copies thereof, and that said books and papers be produced on the trial of this cause to be used in evidence.

FRANCES KUHN )
VS ) # 14532
SILVER FLEET MOTOR )
EXPRESS, INC., ET AL. )

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 sufficiently advised in its premises, now sustains the same and 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 ) # 7552 Judgt. vs Deft. for $15.00 Fine and Costs.
BEN H. THOMAS ) J. D. 17, Page 3.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Ben H. Thomas, in his own proper person and by counsel, and the defendant withdraws his plea of not guilty and enters his plea of guilty.

It is, therefore, now adjudged and decreed by the Court that the defendant, Ben H. Thomas, for the offense by him committed be and he is fined in the sum of $15.00, and that he pay the costs of this action, taxed at _____dollars and _____cents.

GEORGE W. McHAFFIE, ET AL.)
VS ) # 14235.
LEONA GREER, ET AL. )

Come now the parties in this cause of action, and comes also John C. Taylor, heretofore appointed Commissioner of sale by the court in the above entitled cause of action, and said Commissioner of sale presents and files an inventory and appraisement of the real estate heretofore ordered sold by the court in these proceedings, which inventory and appraisement is now approved by the court and is in the following words and figures, to wit: (H.I.).

And the said Commissioner of Sale also presents and files his duly verified report of sale of the real estate, together with the proofs of notice given by publication and posting, which proofs are made a part of said report by reference, and which verified report of sale and proofs of notice are in the following words and figures, to wit:

State of Indiana
Hendricks County ss.

In the Hendricks Circuit Court,
March term, 1935.

George W. McHaffie et al
vs. No. 14235.
Leona Greer, et al.

John C. Taylor, heretofore appointed Commissioner of Sale by the court in the above entitled cause of action, respectfully reports to the court that he gave notice of the sale of the real estate described in the order of sale, and hereinafter in this report described, by publication for the length of time fixed in such order of sale, proof of which publication of notice is filed herewith and by reference is made a part of this report, and is in the following words and figures, to wit: ( Here Insert ); that he also gave notice of such sale by posting up notices as ordered by the court, proof of which posting is also filed herewith and by reference such proof of posting is made a part of this report, and is in the following words and figures, to wit: ( Here Insert ); that he also caused an appraisement to be made of such real estate, made in due form according to law, which appraisement is now filed and is in the following words and figures, to wit: ( Here Insert ).

And it is herein shown to the court that said notices of sale designated January 12th, 1935, as the date of sale; that said sale was to begin on said date at the hour of 10:30 A. M. at the law offices of Hume & Gaston, in the town of Danville, Indiana; that no bid was received or offer made therefor on said date and that said sale was continued from hour to hour and from day to day thereafter until the 13th day of March, 1935, at which time the undersigned sold said real estate subject to the approval of the court, to ROBERT A. POUNDS AND CAROLINE POUNDS, HUSBAND AND WIFE, for the sum of $3,000.00, cash in hand; that said sum is not less than the full appraised value of said real estate, and the undersigned believes it would be to the best interests of the several owners thereof of said real estate to accept said sum of money for said real estate and sell the same to the said named purchasers.



And the undersigned further shows that the real estate is situated in Hendricks County, Indiana, and is described as follows, to wit:

The West half of the Northeast Quarter of section 20, township 14 North of Range 2 West, containing 80 acres, more or less,
Also a part of the West half of the Southeast Quarter of section 20, township 14 North of range 2 West, bounded and described as follows, to wit: Beginning at the Northeast corner of said half quarter section and running thence South 29.27 chains and to the center of the National Road; thence South 68 degrees and 24 minutes West on and along the center line of said road 22.11 chains and to the West line of said half quarter section; thence North on and along the West line of said half quarter section to the North west corner thereof; thence East on and along the North line of said half quarter section 80 rods and to the place of beginning, estimated to contain 65 acres, more or less, and in both tracts 145 acres, more or less;

That said real estate is the same and identical real estate as that described in the plaintiffs' complaint and also in the order of sale herein. That said above named purchasers have in all things complied with the terms and conditions of sale as ordered by the court. Wherefore the undersigned asks the court to confirm said sale and approve this report.

John C. Taylor, Commissioner of Sale.

Subscribed and sworn to before me this 13th day of March, 1935.

My Commission expires Sept. 6th, 1938.

(SEAL)

Carey W. Gaston
Notary Public.

3/13/35 Examined & approved. Deed ordered. Deed tendered& approved ordered delivered.
A. J. Stevenson, Judge.

And the court, having examined said verified report of sale and the proofs of notice given and being fully advised and informed in the premises, finds that said named commissioner of sale gave notice of the sale of the real estate described in the report in accordance with the order of the court; that the sale of said real estate, as by said commissioner reported, should be confirmed; that said real estate was by said commissioner sold for an amount equal to or greater than the appraised value thereof; that said verified report of sale should be approved and said sale ratified and confirmed; that the acts and doings of said commissioner, as reported, in relation to the sale of said real estate should be approved; that said sale was made a private sale for cash in hand.

It is therefore ordered and adjudged by the court that the report of sale of the real estate therein described be and the same is how hereby approved by the court; it is adjudged that said sale be and the same is hereby ratified and confirmed.

And now said Commissioner of Sale is ordered and directed to execute a deed for said real estate conveying the real estate in said report described to the purchasers, as reported. And now said Commissioner of Sale presents such deed to the court and the court approves the same in the following words and figures, to-wit: "Examined and approved in open court this 13th day of March, 1935. A. J. Stevenson, Judge of the Hendricks Circuit Court". And now said deed is delivered to said named purchasers, and the court does now adjudge that the title to the real estate described in said report is in the said Robert A. Pounds and Caroline Pounds, husband and wife.

The court further orders that said commissioner, after payment of the taxes on said real estate for the year 1934, payable in the your 1935, and the payment of all proper costs and a reasonable sum for the services of himself and his attorneys, and for an abstract for said real estate, to distribute the balance of the proceeds of such sale to the persons found to be entitled to the same.

And further proceedings herein are continued.

Wednesday, March 13th, 1935, and the 9th day of the March Term, 1935.

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

A. J. Stevenson, Judge.



Thursday, March 14th, 1935, and the 10th day of the March Term, 1935.

Thursday Morning, March 14th, 1935.

Court met pursuant to adjournment,
Present Honorable A.J.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, March 15th, 1935.

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

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14511 Judgt. vs Defts. for $5165.65 and Costs.
STANLEY J. JOHNSON, ET AL.) DECREE J. D. 17, Page 3.

Comes now the plaintiff by Davis Harrison, its attorney, and it appearing to the satisfaction of the court from the summons issued in this cause to the Sheriff of Marion County, Indiana, and the return of the sheriff endorsed thereon, which summons and return of said sheriff are in the words and figures following, to-wit: (H.I.)

That the defendants, Stanley L. Johnson and Elizabeth V. Johnson, were each duly served with summons by the Sheriff of Marion County, Indiana; that each of said defendants 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;

Now on motion of the plaintiff each of the defendants, Stanley L. Johnson and Elizabeth V. Johnson, is three times loudly called in open court but comes not, nor anyone for them, but herein wholly makes default.

Now this cause being at issue on the complaint and the defaults of the defendants, the same is submitted to the court for trial finding, judgment and decree, without the intervention of a jury.

The court being duly advised in the premises, having heard the evidence and argument of counsel, now finds for the plaintiff that the allegations of its complaint are true and that the relief therein sought should be granted.

The court further finds that there is due to the plaintiff from the defendants Stanley L. Johnson and Elizabeth V. Johnson, the following sums, to-wit:

| | |
|---|---|
| Principal balance | $4050.00 |
| Interest accrued on Nov. 1, 1932 | 21.94 |
| Interest at 8% to March 15, 1935 | 770.90 |
| Insurance premium advanced March 27, 1933 | 4.72 |
| Interest at 8% to March 15, 1935 | .80 |
| Insurance premium advanced on Jan. 8, 1934 | 3.00 |
| Interest at 8% to March 15, 1935 | .29 |
| Abstract expense | 14.00 |
| TOTAL PRINCIPAL, INTEREST AND ADVANCEMENTS | $4865.65 |

The court further finds that the plaintiff is entitled to recover reasonable attorney fees, and that the sum of $300.00 is such reasonable fee for plaintiff's attorney.

The court further finds that the above named sums are secured by a mortgage on real estate hereinafter described, which said mortgage as alleged was executed by Stanley L. Johnson and Elizabeth V. Johnson on November 7, 1930, at which time said Stanley L. Johnson and Elizabeth V. Johnson, were the owners in fee simple of said real estate;that said mortgage was filed for record and recorded at 4:37 P. M., November 7, 1930, and duly recorded in Mortgage Record 1075, page 115, in the office of the recorder of Marion County, Indiana; that said mortgage on its filing became, and has since been, and is now a first and paramount lien on said real estate hereinafter described, prior and superior to all claims of the defendants herein and thereto and to the claims of all persons claiming through the defendants since the commencement of this suit.

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



and mortgage were breached in this: that when the interest on the principal debt became due on November 1, 1932, the same was not paid; that thereupon plaintiff on said date became and now is entitled to foreclosure of its said mortgage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against Stanley L. Johnson and Elizabeth V. Johnson in the sum of $4865.65, principal, interest and advancements, together with the sum of $300.00 attorney fees, or a total of $5165.65, all payable without relief from valuation or appraisement laws, together without relief from valuation or appraisement laws, together with interest at eight per cent from this date.

It is further ordered, adjudged and decreed that the mortgage of the plaintiff on the following described real estate in Marion County, Indiana, to-wit:

> Lot #31, in T. A. Lewis and Company's Arsenal Heights, a Subdivision in the City of Indianapolis, as per plat thereof, recorded in Plat Book 6, page 54, in the office of the Recorder of Marion County, Indiana;

be foreclosed and that said real estate, together with all right, title and interest of the defendants in and to the same be advertised and sold by the Sheriff of Marion County, Indiana, as by statute provided, said sale to be made without relief from valuation or appraisement laws, and free and clear of all claims of the defendants herein; the proceeds of said sale to be applied as follows, to-wit:

1. To the payment of costs and accruing costs
2. To the plaintiff the sum of $5165.65 with interest at eight per cent
3. To the clerk of this court for the benefit of the person lawfully entitled to the same.

It is further ordered that the receiver heretofore appointed shall continue to act, subject to further order of this court.

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 Marion 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 Marion County, Indiana, to remove from the premises the said person or persons failing to or refusing to yield possession.

WALTER W. KELLER )
VS ) # 14453
JEFFERSON SCHOOL TOWNSHIP )
PUTNAM COUNTY, INDIANA. )

Come now the parties, by their respective counsel, and this cause being at issue is submitted to the court on an agreed statement of facts, in writing, and which are as follows: (H.I.). Further evidence is now heard and the Court takes this cause under advisment.

THE PRUDENTICLA INSURANCE COMPANY)
OF AMERICAN )
VS ) # 14316 Judgt. vs Deft., Edgar Hufford, for $7933.14 and costs.
EDGAR HUFFORD, ET AL. ) DECREE J. D. 17, Page 3.

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, Indiana, and the summons issued in this cause to the Sheriff of Marion County, Indiana, and the returns of said sheriffs endorsed thereon, which summons and returns of said sheriffs are in the words and figures following, to-wit: (H.I.)

That the defendants, Edgar Hufford and Effie May Hufford, were each duly served with summons by the Sheriff of Hendricks County, Indiana, and the defendant, Allen A. Wilkinson Lumber Company, was duly served with summons by the Sheriff of Marion County, Indiana; that each of said defendants 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;

Now on motion of the plaintiff, each of the defendants, Edgar Hufford, Effie May Hufford and Allen A. Wilkinson Lumber Company, is three times loudly called in open court but comes not, nor anyone for them, but herein wholly makes default.

Now this cause being at issue on the complaint and the defaults of the defendants, the same is submitted to the court for trial finding, judgment and decree, without the intervention of a jury.

The court being duly advised in the premises, having heard the evidence and argument of counsel, now finds for the plaintiff that the allegations of its complaint are true and that the relief therein sought should be granted.

The court further finds that there is due to the plaintiff from the defendant, Edgar Hufford, the following sums, to-wit:

| | |
|---|---|
| Principal | $6525.65 |
| Interest accrued on May 2, 1933 | 97.47 |
| Interest at 8% to March 15, 1935 | 987.51 |
| Taxes advanced on Nov. 5, 1934 | 66.03 |
| Interest at 8% to March 15, 1935 | .98 |
| Abstract expense | 5.50 |
| TOTAL PRINCIPAL, INTEREST, AND ADVANCEMENTS | $7683.14 |

The court further finds that the plaintiff is entitled to recover reasonable attorney fees, and that the sum of $250. is such reasonable fee for plaintiff's attorneys.

The court further finds that the above named sums are secured by a mortgage on real estate hereinafter described which said mortgage as alleged was executed by Edgar Hufford and Effie May Hufford on May 2, 1932, at which time said Edgar Hufford and Effie May Hufford were the owners in fee simple of said real estate; that said mortgage was filed for record and recorded at 11:00 A. M., June 15, 1932, and duly recorded in Mortgage Record 91, page 423, in the office of the recorder of Hendricks County, Indiana; that said mortgage on its filing became, and has since been, and is now a first and paramount lien on said real estate hereinafter described, prior and superior to all claims of the defendants herein and thereto and to the claims of all persons claiming through the defendants since the commencement of this suit.

The court further finds, as alleged, that the terms of said note and mortgage were breached in this: that when the interest on the principal



debt became due on May 2, 1933, the same was not paid; that thereupon plaintiff on said date became and now is entitled to foreclosure of its said mortgage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against Edgar Hufford in the sum of $7683.14, principal, interest and advancements, together with the sum of $250.00 attorney fees, or a total of $7933.14, all payable without relief from valuation or appraisement laws, together with interest at eight per cent. from this date.

It is further order, adjudged and decreed that the mortgage of the plaintiff on the following described real estate in Hendricks County, Indiana, to-wit:

> A part of the South Half of Section 15, Township 16 North, Range 1 East, bounded and described as follows, to-wit: Beginning at the center East of the center of said Section 15, and running thence West on and along the North line of said Half Section line 32 chains and 7 links and to the center of White Lick Creek, which point is 8 chains and 35 links East of the center West of the center of said Section 15, and running thence South 3½ degrees West 10 chains; thence South 19½ degrees West 6 chains and 7 links; thence South 73 degrees West 4 chains; thence South 56¼ degrees West 5 chains and 50 links to the line passing East and West through the middle of the South Half of said Section 15; thence South 63¼ degrees West 2 chains 6 links; thence South 23½ degrees West 2 chains and 13 links; thence South 7½ degrees East 2 chains and 56 links; thence South 38¼ degrees West 2 chains and 39 links; thence South 62½ degrees West 3 chains and 68 links thence South 17½ degrees West 2 chains and 80 links; thence South 37¼ degrees West 3 chains and 23 links; thence South 18 degrees West 2 chains and 75 links; thence South 4½ degrees East 3 chains and 18 links to the line passing East and West on the South of said Section 15; thence East 12 chains and 52 links to the center on the South of the Southwest Quarter of said Section 15; thence North 3 chains and 10 links; thence East 40 chains and 40 links to the line passing North and South through the middle of the Southeast Quarter of said Section 15; thence North 37.19 chains and to the place of beginning, containing 155.38 acres, more or less, in Lincoln Township, Hendricks County, Indiana;

be foreclosed and that said real estate, together with all right, title and interest of the defendants in and to the same be advertised and sold by the Sheriff of Hendricks County, Indiana, as by statute provided, said sale to be made without relief from valuation or appraisement laws, and free and clear of all claims of the defendants herein; the proceeds of said sale to be applied as follows, to-wit:

1. To the payment of costs and accruing costs
2. To the plaintiff the sum of $7933.14 with interest at eight per cent.
3. To the clerk of this court for the benefit of the person lawfully entitled to the same.

It is further ordered that this matter be continued on the plaintiff's application for the appointment of a receiver.

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 or refusing to yield possession.

All of which is ordered, adjudged, and decreed.

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14413 Judgt. vs Deft., Newton Rushton for $3145.03 and costs.
PEOPLES BANK AND TRUST ) DECREE J. D. 17, Page 4.
COMPANY OF CLAYTON, INDIANA, ET AL. )

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, Indiana, and the return of the sheriff endorsed thereon, which summons and return of the sheriff are in the words and figures following, to-wit: (H.I.)

That the defendants, Peoples Bank and Trust Company, Clayton, Indiana, Newton Rushton, and Anna M. Rushton, were each 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 the court in which it would come on to be heard;

And it appearing to the satisfaction of the court from the summons issued in this cause to the sheriff of Marion County, Indiana, and the return of the sheriff endorsed thereon, which summons and return of the sheriff are in the words and figures following, to-wit: (H.I.)

That the defendant, The Indiana Mutual Fire and Cyclone Insurance Company, was duly served with summons, herein, as provided by statute; that it 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;

Now on motion of the plaintiff, each of the defendants, Peoples Bank and Trust Company, Clayton, Indiana, Newton Rushton, Anna M. Rushton, and The Indiana Mutual Fire and Cyclone Insurance Company, is three times loudly called in open court but comes not, nor anyone of them, but herein wholly makes default.

Now this cause being at issue on the complaint and the defaults of the defendants, the same is submitted to the court for trial finding, judgment and decree, without the intervention of a jury.

The court being duly advised in the premises, having heard the evidence and argument of counsel, now finds for the plaintiff that the allegations of its complaint are true and that the relief therein sought should be granted.

The court further finds that there is due to the plaintiff from the defendant, Newton Rushton, the following sums, to-wit:

| | |
|---|---|
| Principal balance | $2460.00 |
| Interest accrued on May 14, 1933 | 61.50 |
| Interest at 8% to March 15, 1935 | 369.26 |
| Insurance premium advanced Nov. 1, 1933 | 5.77 |
| Interest at 8% to March 15, 1935 | .65 |
| Taxes advanced Oct. 3, 1934 | 82.90 |
| Interest at 8% to March 15, 1935 | 2.95 |
| Abstract expense | 12.00 |
| PRINCIPAL, INTEREST, AND ADVANCEMENTS | $2995.03 |

The court further finds that the plaintiff is entitled to recover reasonable attorney fees, and that the sum of $150.00 is such reasonable fee for plaintiff's attorneys.

The court further finds that the above named sums are secured by a mortgage on real estate hereinafter described, which said mortgage, as alleged was executed by Newton Rushton and Anna M. Rushton, his wife on May 14, 1924 at which time said Newton Rushton and Anna M. Rushton were the owners in fee simple of said real estate; that said mortgage was filed for record and recorded at 10:30 A. M. on May



19, 1924, and duly recorded in Mortgage Record 80 at page 236, in the office of the recorder of Hendricks County, Indiana; that said mortgage on its filing became, and has since been, and is now a first and paramount lien on said real estate hereinafter described, prior and superior to all claims and of the defendants herein and thereto and to the claims of all persons claiming through the defendants since the commencement of this suit.

The court further finds, as alleged, that the terms of said note and mortgage were breached in this: that when the interest on the principal debt became due on May 14, 1933, the same was not paid; that thereupon plaintiff, on said date, became and now is entitled to foreclosure of its said mortgage.

The court also finds that the defendant, The Indiana Mutual Fire and Cyclone Insurance Company is the holder of a junior, participating interest in the mortgage debt and in said mortgage in the sum of $950.00 with interest at six per cent from May 25, 1934, and that said defendant is entitled to payment of said sum, to-wit: $995.63, after the payment to the plaintiff of the sum of $2149.40, each of said sums to bear interest at the rate of eight per cent from this date.

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 THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against Newton Rushton in the sum of $2995.03, principal, interest and advancements, together with the sum of $150.00 attorney fees, or a total of $3145.03, all payable without relief from valuation or appraisement laws, together with interest at eight per cent. from this date.

It is further ordered, adjudged and decreed that the mortgage of the plaintiff on the following described real estate in Hendricks County, Indiana, to-wit:

> The Northeast quarter of the Northeast quarter of Section 23, Township 14 North, Range 1 West of the Second Principal Meridian, containing 40 acres, more or less;
> Also, the East half of the Southeast quarter of the Northeast quarter of Section 23, Township and Range aforesaid, containing 20 acres more or less;
> Also, a part of the South half of the Southeast quarter of Section 14, Township and Range aforesaid, described as follows, to-wit: Beginning at the Southeast corner of said half-quarter and running thence West on the South line thereof 90 rods; thence North 35.5 rods; thence East 90 rods to the East line of said half-quarter; and thence South with the East line thereof 35.5 rods to the place of beginning, containing 20 acres, more or less; Containing in all, 80 acres, more or less, in Liberty Township, Hendricks County, Indiana

be foreclosed and that said real estate, together with all right, title and interest of the defendants in and to the same 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, and free and clear of all claims of the defendants herein; the proceeds of said sale to be applied as follows, to-wit:

1. To the payment of costs and accruing costs
2. To the plaintiff the sum of $2149.40 with interest at eight per cent
3. To the Indiana Mutual Fire and Cyclone Insurance Company the sum of $995.63 with interest at eight per cent
4. To the clerk of this court for the benefit of the person lawfully entitled to 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 the same, to collect the rents and profits thereupon accrued and accruing and apply the same to the payment of taxes, assessments and insurance premiums and otherwise as the court may direct;

and the court now fixes the bond of said receiver in the sum of $500.00.

Comes now CLAUDE W. GLADDEN, hereinbefore appointed receiver, and files herein his bond in the sum fixed by the court and with sureties satisfactory to the court, and take 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 or refusing to yield possession.

All of which is ordered, adjudged, and decreed.

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

A. J. Stevenson, Judge.





Saturday Morning, March 16th, 1935.

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

THE MUTUAL BENEFIT LIFE )
INSURANCE COMPANY, A CORP. )
VS ) # 14289
SALLEY F. SMITH, 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.

FRED WILLIAMS ) # 14499
VS ) Judgt. vs Deft., Albert Hutson, for Costs.
HICKLIN TURLEY, ET AL. ) J. D. 17, Page 4.

Come now the parties, by counsel, and the defendant, Albert Hutson files motion to quash writ of replevin, 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 now the defendants each files motion to dismiss, 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 each duly excepts.

This cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard the evidence in this cause and being duly advised, finds for the plaintiff and against the defendant, Albert Hutson, and that the plaintiff is the owner of and entitled to the possession of the cow in question, and that the said defendant, Albert Hutson, has no interest therein and that the said defendant, Albert Hutson, should pay the costs of this action.

The Court further finds for the defendant, Hicklin Turley.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, Fred Williams, is the owner of and entitled to the possession of the cow in question, and that the defendant, Albert Hutson, has no interest therein.

It is further considered, ordered and adjudged by the Court that the defendant, Albert Hutson, pay the costs of this action, taxed at _____ dollars and _____ cents.

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
REPAIRING, STRAIGHTENING, BUILD-)
ING TILE AND COVERING THE ) # 14456
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP )

Comes now the surveyor, herein, and files his report, which report 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, March 18th, 1935.

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

WILLIAM F. KEARNS, ET AL. )
VS ) # 14516
WILLIAM HART, ET AL. )

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

UNIVERSAL CREDIT COMPANY, )
INC. )
VS ) # 14513
CHESTER KNOY )

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 in its premises, now sustains the same, 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.

WILLIAM MORTON SNIDER )
VS ) # 13908 Judgt. vs Pltf. for Costs.
W. R. JEWELL, WHOSE ) J. D. 17, Page 4.
CHRISTIAN NAME IS UN- )
KNOWN. )

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, William Morton Snider, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

WALTER R. MYERS )
VS ) # 14477 Judgt. vs Pltf. for Costs.
FRANCES M. MYERS ) J. D. 17, Page 4.

Comes now the plaintiff in person, and by Chas. V. Sears his attorney, and it appearing to the satisfaction of the court, by the notice and proof of publication herein, which said notice and proof of publication are in words and figures as follows, to-wit: (H.I.), that the defendant has been duly notified of the pendency of this action by three successive publications in The Hendricks County Republican, a public weekly newspaper of general circulation, printed and published in the English Language in Danville, Hendricks County, State of Indiana, the first of which publications was made on December 27, 1934, the second on January 3rd, 1935, and the last of said publica-

tions was made on the 10th day of January, 1935, which said last publication was made more than Thirty Days before the 18th day of February, 1935, the same being the Thirty-Seventh judicial day of The January Term, 1935, of this court, and being the return day endorsed on plaintiff's complaint herein.

And now said defendant being three times loudly called in open court, comes not, but herein wholly makes default.

And said cause coming on for trial and the court having heard the evidence and being duly advised and informed in the premises finds for the plaintiff and that the allegations of plaintiff's complaint are true and that the plaintiff is entitled to a decree of divorce from the defendant on the grounds therein alleged.

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

It is further ordered by the court that the plaintiff 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, March 19th, 1935.

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

M. A. ISAACS, TRUSTEE )
VS ) # 12773
FLETCHER AMERICAN NATIONAL BANK, ) E N T R Y
OTTO J. FEUCHT, )
JOHN P. COLLETT, )
WILLIAM N. FLEMING, JR., )
as Trustees )

Come again the parties hereto, by their respective counsel, in open court, and the plaintiff now, this 19th day of March, 1935, within the time allowed by the court so to do, tenders and presents to the Honorable Paul E. Laymon, Special Judge presiding in this case, his bill of exceptions, which bill of exceptions is now, this 19th day of March, 1935, approved and signed and sealed by said Special Judge, and caused to be filed in open court, with the clerk thereof, and is ordered to be certified by the Clerk of this court, without copying, and made a part of the record in this cause, and is in the words and figures as follows, to-wit:

Paul E. Laymon

Paul E. Laymon, Special Judge.

STATE OF INDIANA) SS: IN THE HENDRICKS CIRCUIT COURT
HENDRICKS COUNTY) CAUSE NO. 12773.

M. A. ISAACS, TRUSTEE )
vs. )
FLETCHER AMERICAN NATIONAL BANK, )
OTTO J. FEUCHT, )
JOHN P. COLLETT, )
WILLIAM N. FLEMING, JR., as Trustees )

PRAECIPE FOR TRANSCRIPT.

Hon. Frank Tucker,
Clerk, Hendricks Circuit Court,
Danville, Indiana

You are hereby directed to prepare a transcript of the record for an appeal to the Appellate Court of Indiana, in the above entitled and numbered cause, in which final judgment was rendered on the 2d day of February, 1935, and to include therein the following:

1. Plaintiff's motion for leave to withdraw certain papers and the order book entries showing the filing and sustaining the same;

2. Plaintiff's affidavit for change of judge, and the order book entry, showing the filing and sustaining the same, and the selection of Hon. Paul E. Laymon as Special Judge in this case;

3. Order book entry showing the filing of plaintiff's "Verified Motion For Leave To File Amended Complaint" and the sustaining thereof;

4. Order book entry showing the filing of plaintiff's "Amended Motion For Leave To Make New Parties Defendants and To File Supplemental Complaint", and the sustaining thereof;

5. Plaintiff's Amended Company in Four Paragraphs;

6. Plaintiff's Supplemental Complaint;

7. Defendants' answer in Four Paragraphs;

8. Plaintiff's Reply thereto;

9. The Order Book Entries showing the filing of said pleadings hereinabove specified, by numbers 5 to 8, inclusive;

10. The Order Book Entries showing the following: submission and trial of said cause and the rendition of judgment therein, in favor of defendants and against plaintiff;

11. Plaintiff's "Motion For A New Trial", and the Order Book Entries showing the presenting and filing of same, and the overruling thereof, etc;

12. You will please incorporate therein, also, without copying, the plaintiff's original "Bill of Exceptions", and the order book entry thereon.

Bernard Stroyman
Julius C. Travis
Otis E. Culley
ATTORNEYS FOR PLAINTIFF.

IMPANELLING THE PETIT JURY FOR THE MARCH TERM, 1935.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for service in the Hendricks Circuit Court on Wednesday, March 20th, 1935.

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

Comes now the plaintiff, in person and by counsel, and this cause being set for trial, is now continued at the defendant's cost until March 29th, 1935.

FRANK H. RILEY, M. D. )
VS ) # 14472 Judgt. vs Deft. for $89.50 and Costs.
JAMESTOWN LUMBER CO. ) J. D. 17, Page 5.

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being duly advised, now finds for the plaintiff, and that there is due the plaintiff on account sued upon the sum of $89.50, and that the plaintiff is entitled to a personal judgment against the defendant, Jamestown Lumber Co., 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, Jamestown Lumber Co., the sum of $89.50, together with the costs for this action, taxed at _____ dollars and _____cents.

STATE OF INDIANA )
VS ) # 7556
ROBERT BURGIN )

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 releases said defendant, Robert Burgin, on probation to Milburn Scamahorn, Probation Officer, pending further order of the Court.

STATE EX REL LUTHER SYMONS )
VS ) # 13802
PITTSBORO STATE BANK )

Comes now the receiver, State Bank of Lizton, by counsel, and files petition to deliver bonds to Clerk of Hendricks Circuit Court, which petition is in the words and figures following, to-wit:

STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

HENDRICKS CIRCUIT COURT
MARCH TERM, 1935

STATE EX REL LUTHER SYMONS )
VS ) CAUSE NO. 13802
PITTSBORO STATE BANK )

Comes now the undersigned receiver and respectfully shows to the court that he has certain bonds of the Town of Pittsboro left for safe keeping in the Pittsboro State Bank at the time said bank closed its doors for business.

That the undersigned receiver does not know to whom said bonds now belong and he asks authority to deliver said bonds to the Clerk of the Hendricks Circuit Court to be by him delivered to the person or parties rightfully entitled thereto.

STATE BANK OF LIZTON RECEIVER
OF PITTSBORO STATE BANK

By George Huber Cashier

Subscribed and Sworn to before me this 18th day of March, 1935.

(SEAL)

Thelma Francis
Notary Public

My commission expires: January 15th, 1939.

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: "3/19/35 Examined & approved. Bonds now delivered to Clerk for safe keeping pending further order. A. J. Stevenson, Judge."

ALLEN A. WILKINSON )
LUMBER COMPANY )
VS ) # 13961 Judgt. vs Defts., Arthur Garner & Ola Idella Garner for Costs.
ARTHUR GARNER, ET AL. ) J. D. 17, Page 5.

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 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 against the defendants, Arthur Garner and Ola Idella Garner for costs.

It is, therefore, considered, ordered and adjudged by the Court that the defendants, Arthur Garner and Olla Idella Garner, pay the costs of this action,

taxed at _____dollars and _____cents.

IN THE MATTER OF THE VOLUNTARY )
LIQUIDATION OF THE DANVILLE ) # 14336
TRUST COMPANY OF DANVILLE, )
INDIANA. )

Come William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents of The Danville Trust Company, of Danville, Indiana, now in voluntary liquidation in this court, and submit to the court their Account in partial settlement of the matters of said Company, and also file proof of the publication of notice to the creditors, shareholders and other interested persons of the filing of said Account and when the same would be heard and determined by the court, which notice and the proof of publication the court, upon examination, holds to be sufficient, and that said Account and the matters connected therewith are properly before the court for action thereon; said Account, notice and proof of publication thereof, are as follows, to-wit: (Here Insert).

And the court, having examined said Account, finds that the same was filed in this court on the 14th. day of February, 1935, and by indorsement thereon the 16th. day of March, 1935, was fixed as the date upon which said Account would be heard and determined by the court, and that notice of the filing of said Account and when the same would be heard and determined by the court was duly published 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, for three successive weekly publications, the first of which publications was on the 14th. day of February, 1935, and the last on the 28th. day of February, 1935.

The court further finds that more than thirty days have elapsed since the filing of said Account, and that all creditors, shareholders and interested persons have been notified of the filing of said Account and when the same would be heard and determined by the court, as provided by statute in such cases; and, there being no objections in writing to such Account, the court finds that the same should be in all things approved and the acts and doings of the Liquidating Agents in the management and handling of said trust ratified and confirmed by the court, and the recommendations of said agents as to the payment of a dividend to the shareholders granted.

It is, therefore, considered and adjudged by the court that said Account be, and it is, in all things approved by the court and that the acts and doings of the Liquidating Agents in the management and handling of the matters of said trust ratified and confirmed by the court.

It is further ordered by the court that the Liquidating Agents be, and they are, authorized and empowered to disburse of the funds now in their hands to each shareholder of the said The Danville Trust Company, of Danville, Indiana, a sum equal to 50% of the par value of the stock hold and owned by him or her, respectively, and further proceedings herein are continued.

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

A. J. Stevenson, Judge.





Wednesday Morning, March 20th, 1935.

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

FRED WILLIAMS )
VS ) # 14499
HICKLIN TURLEY, ET AL.)

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

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
REPAIRING, STRAIGHTENING, BUILD- )#14456 (This order is of March 19th, 1935.)
ING TITLE AND COVERING THE )
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP. )

The Court having seen and examined the surveyor's report heretofore filed on March 16th, 1935, the same is now set for hearing April 22nd, 1935, and notice is ordered to all parties.

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

A. J. Stevenson, Judge.

Thursday Morning, March 21st, 1935.

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

FLOSSIE B. GRIBBIN )
VS ) # 14498
WILLARD H. HAYES. )

Come now the parties in the above entitled cause, and comes also Charles B. Worrell, Commissioner of Sale, heretofore appointed by the court in the said cause and said commissioner now presents and files his inventory and appraisement of the real estate ordered sold by the court, which inventory and appraisement the court finds to be made in due form according to law and the court does now approved the same, and the said inventory and appraisement is in the following words and figures, to wit: (H.I.).

And said named commissioner of sale also presents and files the proofs of notice by publication, and by posting, of the sale of the real estate so ordered sold by the court, which proof of notice of such sale are in the following words and figures, to wit: (H.I.).

And said named commissioner of sale also presents and files his verified report of sale of the real estate therein described, which verified report is in the following words and figures, to wit:

STATE OF INDIANA
HENDRICKS COUNTY ss. IN THE HENDRICKS CIRCUIT COURT,
MARCH TERM, 1935.

FLOSSIE B. GRIBBIN
vs. No. 14496.
WILLARD H. HAYES.

REPORT OF SALE OF REAL ESTATE.
**********

Charles B. Worrell, Commissioner of Sale, heretofore appointed by the court in the above entitled cause of action, respectfully reports to the court that he caused notice to be given by publication and by posting of notices of sale as ordered by the court in these proceedings and that he presents and files the proofs thereof in words and figures, as follows: ( Here Insert) That such proofs of notice by publication and posting are made a part of this report by reference; that he also caused the real estate ordered sold in these proceedings to be appraised in due form of law.

That the date fixed in such notices as the sale date for said real estate was March 18th, 1935, at the law offices of Hume & Gaston, Danville, Indiana, to begin at the hour of ten o'clock A.M.; that said sale was not made on said date, but was continued from day to day until the 21st day of March, 1935, at which time the said real estate was sold to one Minnie Lee Robinson for the sum of $2000.00, which sum was more than the appraised value of said real estate; that said sale was made for cash in hand.

That a description of said real estate was set forth in the complaint herein, and in the order of sale, and in this report is as follows, to wit:

The following real estate situated in Hendricks County, Indiana, to wit:

Beginning at the Northeast corner of the following described tract of land, to wit: A part of the Northwest Quarter of section 31, in township 15 North of Range 1 West, described as follows, to wit: Beginning at the Northwest corner of said section 31, township and range aforesaid, thence South 94.5 rods, thence East 67.6 rods, thence North 94.5 rods, thence West 67.6 rods to the place of beginning, estimated to contain 40 acres, more or less, thence running West from said Northeast corner of said described tract along the township road a distance of 451 feet and to the intersection of the township road running North and South; thence South along the center of said road a distance of 94.5 rods; thence East 451 feet; thence North 94.5 rods to the place of beginning, estimated to contain 16 acres, more or less.



That said purchaser has in all things complied with the terms of sale and this Commissioner believes it will be for the best interests of all the owners of said real estate to sell the same to the above named purchaser; that his offer for said real estate was the highest and best offer received.

Wherefore the undersigned Commissioner of Sale prays the court that said sale be confirmed and that this report be approved by the court.

Chas B. Worrell, Commissioner of Sale.

Subscribed and sworn to before me this 21st day of March, 1935.

My Commission expires Sept. 6, 1938.

(SEAL) Carey W. Gaston
Notary Public

3/21/35 Examined & approved. Deed ordered. Deed tendered & approved, ordered delivered. A. J. Stevenson Judge.

And now the court, having examined the proofs of notice and the said commissioner's verified report of sale, and being fully advised and informed in the premises, does now find that said report of sale should be approved and that said sale as reported should be confirmed; the court further finds that the said commissioner of sale gave notice of such sale by publication and by posting of notices as heretofore ordered by the court.

The court further finds that the real estate in said report described was sold to Minnie Lee Robinson for the sum of $2,000.00, cash in hand; that said offer was the highest and best offer received for said real estate and that the same is more than the appraised value thereof; and the court finds that in the interests of the owners of said real estate said sale should be confirmed. And the court finds that said real estate was sold for cash to the highest and best bidder therefor at private sale.

It is therefore ordered and adjudged by the court that the sale of the real estate described in the report of sale, and also described in the order of sale be and the same is hereby confirmed.

It is also ordered that the commissioner's report of sale of the real estate, in said report described, be and the same is hereby approved, and said sale is hereby ratified and confirmed. And the acts and doings of said commissioner of sale, as reported, are now ordered approved.

And now said Commissioner of Sale is ordered by the court to execute and deliver to said purchaser a deed for said described real estate as evidence of his title. And now such deed is tendered to the court for his approval, and the court, having examined such deed does now approved the same in the following words and figures, to wit: "Examined and approved in open court this 21st day of March, 1935. A.J. Stevenson, Judge of the Hendricks Circuit Court". And now said deed is delivered to the said purchaser in open court.

And said Commissioner is ordered and directed to make distribution of the proceeds of said sale after paying therefrom the mortgage indebtedness against said real estate, the taxes thereon, and the costs and expenses of this action.

And further proceedings herein are continued.

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 22nd, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

INDIANA ROAD PAVING CO.)
VS ) # 14539
JAMES F. SMITH, ET AL. )

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.).

Said defendant also 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 seen and examined said affidavit, now orders non-resident notice issued for Katherine Prebster, making the same returnable May 20th, 1935.

WILLIS JONES, ET AL. )
VS ) # 14486
JOSHUA BLANTON, ET AL.)

Come now the plaintiffs, by counsel, and upon their motion the defendants are ruled to answer the complaint on or before April 1st, 1935.

JOSEPH W. HILL, ETC. )
VS ) # 14353
REUBEN A. SOLOMON )

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.

WILLIS JONES, ET AL. )
VS ) # 14485 Judgt. vs Pltfs. for Costs.
MINNIE CARTER, ET AL. ) J. D. 17, Page 5.

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 without the intervention of a jury.

And the Court having heard all of the evidence in this cause, and being duly advised, finds for the defendants, and that the plaintiffs should take nothing by their complaint, all at the cost of the plaintiffs.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiffs take nothing by their complaint, and that the said plaintiffs, Willis Jones, Walter Jones and Ada N. Stanley, be and they are hereby ordered to pay the costs of this action, taxed at _____dollars and _____cents.

STATE EX REL LUTHER SYMONS )
VS ) # 13802
PITTSBORO STATE BANK ) O R D E R

Comes now the receiver of the Pittsboro State Bank and files his petition herein to settle and compromise the indebtedness of one Ralph Snyder, which petition is in the words and figures as follows, to-wit: (H.I.)

And the court having examined said petition and being fully advised in the premises finds that said compromise and settlement should be authorized.

It is, therefore, ordered, adjudged and decreed that the State Bank of Lizton, as receiver of the Pittsboro State Bank, be, and it is, hereby authorized to settle the indebtedness due the Pittsboro State Bank and its receiver from Ralph Snyder in the sum of $810.94, and that said receiver is further authorized to accept bonds in the payment of said amount.

FRANK DALY, ET AL. )
VS ) # 13098 On Account of Change of Venue.
EDWARD P. SHOWERS, ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Six Hundred One Dollars and Sixty Cents, ($601.60) in the case of Frank Daly, et al. vs. Edward P. Showers, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treausrer 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 O'HAIR )
VS ) # 13768 On Account of Change of Venue.
SECURITY TRUST )
COMPANY, ET AL. )

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

It is by me ordered and adjudged that said account is, in all things correct, and the amount thereof, to-wit. One Hundred Ninety-Three Dollars and Forty-Seven Cents ($193.47) in the case of Cyrus O'Hair vs. Security Trust Company, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and



against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

URBAN V. MOORE )
VS ) # 13804 On Account of Change of Venue.
INDIANAPOLIS POWER &)
LIGHT CO. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Three Hundred Seventy-Two Dollars and Ninety-One Cents ($372.91) in the case of Urban V. Moore vs. Indianapolis Power & Light Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

CHASE HARDING )
VS ) # 14482 On Account of Change of Venue.
MARY D. KLINE )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 Hendricis, and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Chase Harding vs. Mary D. Kline is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

WILLIAM RIESER )
VS ) # 14349 On Account of Change of Venue.
LUCILE H. BECHERT, )
ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of William Rieser vs. Lucile H. Bechert, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

WILLIAM F. LEDBETTER )
VS ) # 14475 On Account of Change of Venue.
MAY LEDBETTER )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Five Cents ($5.50) in the case of William F. Ledbetter vs. May Ledbetter is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

MADIE BLAIR )
VS ) # 13967 On Account of Change of Venue.
CITY OF INDIANAPOLIS )

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



It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. One Hundred Seventeen Dollars and Ten Cents ($117.10) in the case of Madie Blair vs. City of Indianapolis is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in 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

HARVEY H. HAMBLE )
VS )# 13261 On Account of Change of Venue.
HENRY F. BRANDT, ET AL.)

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Two Hundred Ninety-Seven Dollars and Sixty Cents ($297.60) in the case of Harvey H. Hamble vs. Henry F. Brant, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

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 23rd, 1935.

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

JOHN W. BARRINGER )
VS ) # 13217
GUILFORD TOWNSHIP OF )
HENDRICKS COUNTY AND )
GUILFORD SCHOOL TOWN- )
SHIP OF HENDRICKS )
COUNTY. )

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

EVA MAE WEST )
VS ) # 14347
HALBERT A. WEST )

Comes now the plaintiff, by counsel, and the defendant having failed to appear to the citation above issued, a warrant is now ordered issued to the Sheriff of Hendricks County, Indiana, for the arrest of said defendant, Halbert A. West.

LYDIA P. SHAFFER )
VS ) # 14518
SEARS ROEBUCK & CO., )
ET AL. )

Comes now the plaintiff, by counsel, and files her motion to dismiss this cause of action, 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 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.

CHARLES M. CLAYTON, ET AL. )
VS ) # 14542
ALLIANCE INSURANCE COMPANY )
OF PHIL., ET AL. )

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

And now the defendants are ruled to answer on or before April 5th, 1935.



LA SALLE EX UNIVERSITY )
VS ) # 14467 On Account of Change of Venue.
GLEN HUTCHINSON )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of La Salle Ex University vs. Glen Hutchinson is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

MERCHANTS NATIONAL BANK )
OF INDIANPLIS, IND. )
VS ) # 14465 On Account of Change of Venue.
JOHN C. CONNAN )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Merchants National Bank of Indianapolis, Indiana. vs. John C. Connan is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

CHESTER E. LAWRENCE, ETC. )
VS ) # 14029 On Account of Change of Venue.
SALLIE L. JOSEPH, ET AL. )

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

in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Chester E. Lawrence, etc. vs. Sallie L. Joseph, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

ADLINE COMBS )
VS ) # 13986 On Account of Change of Venue.
INDIANA RAILROAD )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Adline Combs vs. Indiana Railroad is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treausrer 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

WILL F. LAW, ADMR. OF THE )
ESTATE OF RUTH A. LAW, DEC'D. )
VS ) # 13671 On Account of Change of Venue.
CORA A. BROCKWAY )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Will F. Law, Admr. of the Estate of Ruth A. Law, Dec'd. vs. Cora A. Brockway is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.



ALLEN A. WILKINSON )
LUMBER COMPANY )
VS )# 13428 On Account of Change of Venue.
OREN A. MILLER AND )
EDWIN G. KEMPER )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Allen A. Wilkins Lumber Co. vs. Oren A. Miller & Edwin G. Kemper is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

VERA A. CRAIG )
VS )14450 On Account of Change of Venue.
ROBERT L. CRAIG )
CRAIG BROKERAGE )
COMPANY. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Five Cents ($5.50) in the case of Vera A. Craig vs. Robert L. Craig, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this sall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

BERTHA C. LASHER )
VS ) # 12824 On Account of Change of Venue.
ELMER W. ROESENER, )
ETC., ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, in which the above and foregoing case was tried,

adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks, and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Bertha C. Lasher vs. Elmer W. Roesener, etc., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

WILLIAM F. FISHER, AS TRUSTEE, )
ETC. )
VS ) # 13887 On Account of Change of Venue.
THE INDIANAPOLIS SAND & GRAVEL )
CO. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of William F. Fisher, as Trustee, etc. vs The Indianapolis Sand & Gravel Col is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

GUY MARLETTE )
VS ) # 14297 On Account of Change of Venue
HARRY BINGHAM BOOKER )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Guy Marlette vs. Harry Bingham Booker is now audited and allowed as a just and proper



claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

CARL RIECHEL, ADMR., ETC.)
VS ) # 14312 On Account of Change of Venue.
THE PENNSYLVANIA RAIL- ) (This certificate of costs void.)
ROAD CO., ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Carl Riechel, Admr., etc. vs. The Pennsylvania Railroad Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

JOSEPH W. NEWCOMER )
LLOYD H. NEWCOMER )
VS ) # 11599 On Account of Change of Venue.
GENEVA BATES MYERS )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 thereof:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. One Hundred Seventeen Dollars and Eighty Cents ($117.80) in the case of Joseph W. Newcomer, et al. vs. Geneva Bates Myers is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

HARVEY GARSHWILER )
VS ) # 14276 On Account of Change of Venue
INDEPENDENT BEVERAGE )
CO. INC., ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Sixty-Two Dollars and Forty Cents ($62.40) in the case of Harvey Garshwiler vs. Independent Beverage Co., Inc., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

WILLIAM A. SOLTAN )
VS ) # 13796 On Account of Change of Venue.
KETURAH S. CLAWSON, ET AL.)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: One Hundred Forty-Seven - - -Dollars and Twenty-Four Cents, in the case of William A. Soltan vs. Keturah S. Clawson, 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

SARA E. HENZIE )
VS ) # 14023 On Account of Change of Venue.
THOMAS H. KOMSTOHK )

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



the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: One Hundred Seventy-Nine - - -Dollars and Nineteen - - -Cents, in the case of Sara E. Henzie vs. Thomas H. Komstohk is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

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

A. J. Stevenson, Judge.

Monday Morning, March 25th, 1935.

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

WILLIAM J. STEWART, ADMINISTRATOR )
OF THE ESTATE OF MARGARET STEWART, )
DECEASED, LATE OF BOONE COUNTY, )
INDIANA. )
VS ) # 14433
CITY OF INDIANAPOLIS, INDIANA. )

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

And this cause being at issue, the Sheriff of Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Lon Dillon, Maurice Rose, Earl Atkinson, Charles Larsh, Raymond Stevenson, Frank O'Neal, P. H. Watkins, Henry Gentry, Nolan Smith, Frank Lovell, Russell Turley and Olsen Hunt, 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 laws and evidence introduced.

And after hearing a part of the evidence in this cause, the jury is permitted to seperate under proper instructions until 9:00 o'clock A. M., Tuesday, March 26th, 1935.

SARAH ANDREW )
VS ) # 14333 Judgt. vs Defts. for $2,191.00 and Costs.
GEORGE T. PRICE ) J. D. 17, Page 6.
THOMAS A. PRICE )

Come now the parties, by counsel, and the Court having heretofore heard the evidence in this cause and now being duly advised, finds the facts specially in this case, which facts numbered from one to ten inclusive, are now filed and are in the words and figures as follows, to-wit:

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

IN THE HENDRICKS CIRCUIT COURT,
JANUARY TERM, 1935.

SARAH ANDREW )
VS. ) CAUSE NUMBER 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

SPECIAL FINDING OF FACTS.

The Court having been requested by the parties in writing to find the facts specially in the above entitled cause, now finds the facts to be as follows:

FINDING NUMBER ONE.

That the plaintiff, Sarah Andrew, and her husband, Robert Andrew, were for sometime prior to 1925 the owners as tenants by entirety of an undivided one half of the mineral rights in and to the NW¼ SE¼, Section 19, Township 13 North, Range 6 West, in Clay County,



Indiana. That in 1925 the plaintiff's husband, Robert Andrew, died and by virtue of his death the plaintiff became the owner of an undivided one-half interest in the mineral rights underlying said above described real estate. That on said date and for a long time prior thereto the defendant, George T. Price, was the owner in fee simple of the NE¼ SE¼ of Section 19, Township 13 North, Range 6 West in Clay County, Indiana, and also the owner of the surface of the NW¼ SE¼ of Section 19, Township and Range aforesaid, and that the year of 1914 he became the owner of an undivided one-half interest in the mineral rights underlying the same, and that from the date of the death of the said Robert Andrew the plaintiff and defendant, George T. Price, were the owners as tenants in common of the minerals underlying the real estate described as the said NW¼ SE¼ of Section 19, Township and Range aforesaid. That the plaintiff is now an old lady seventy-three years of age and since the death of her husband has resided in Chicago, Illinois.

FINDING NUMBER TWO.

That prior to 1910 there was opened on the NW¼ of Section 19, Township and Range aforesaid, a mine known as the Wizard Mine, owned and operated by a man by the name of Zimmerman and during the time of its operation there was mined and removed a portion of the bottom vein of coal underlying said NW¼ SE¼ of Section 19, Township and Range aforesaid, under a contract of lease with the then owners of the mineral rights in said quarter quarter section. That said Wizard Mine ceased operations in 1910 or 1911 and since said date has not operated or taken any coal from the quarter quarter section now owned by the parties to this action.

FINDING NUMBER THREE.

That in 1921 or 1922 the defendant, George T. Price, opened a mine on his own land, the same being forty acres immediately east of the said NW¼ SE¼ of Section 19, Township and Range aforesaid, and sunk a shaft to a depth of approximately sixty feet to the third or bottom vein of block coal and proceeded to operate said mine, taking from the same the coal underlying his own land, for a period up until 1931. That said shaft so constructed was located approximately 175 yards east of the east line of said quarter quarter section and near the center thereof, from north to south.

FINDING NUMBER FOUR.

That since the year 1931 the said defendants, in the operation of their mine, constructed tunnels and excavated to the west of said shaft and into the said bottom vein of coal underlying the said NW¼ SE¼ of Section 19, being the same bottom vein of coal mined and worked by said Wizard mine in said NW¼ of the SE¼, and continued to take, mine and remove said bottom vein of coal from under said quarter quarter section in the usual and customary way and manner, that said coal is mined and removed in Clay County, Indiana, without the knowledge and consent of this plaintiff, until November, 1932, at which time the plaintiff caused a survey to be made of her holdings and discovered that two or three acres underlying said quarter quarter section had been mined and the said bottom vein of coal removed by the said defendants.

FINDING NUMBER FIVE.

That subsequent to that date the defendants continued to operate and mine and from time to time took additional quantities of said bottom vein of coal from underneath said quarter quarter section and during said period have taken therefrom an estimated tonage of 21,917 tons. This vein of coal from the portions mined was approximately three feet eight inches thick and a good quality of Brazil bottom vein block coal.

FINDING NUMBER SIX.

That during all of the time the said George T. Price operated the said mine he maintained his home on the forty acres where said mine shaft was located, near the north-east corner thereof, and his son and co-defendant, Thomas A. Price, assisted him in the operation and management of said mine, devoting his time and attention to the work incident to the successful operation thereof and shared in the profits derived from said operation after the expenses were paid.

FINDING NUMBER SEVEN.

That a fair and reasonable price or royalty for coal of the kind and character taken from the land of the parties, plaintiff and defendant hereto, was twenty-five cents per ton and the same is the customary and usual price paid in that neighborhood by lessors of mines and operators for coal in place. That the tonnage to be paid for at this price or rate of royalty is computed on mined and screened coal passing over an inch and a quarter screen, and that such coal in screening will lose approximately twenty per cent of its original weight as it comes from the mines.

FINDING NUMBER EIGHT.

That the said defendants, in the operation of said mine, never at any time denied the right of the plaintiff to enter upon said premises and to mine and remove any of the coal therein, and in no way excluded her therefrom.

FINDING NUMBER NINE.

That the area mined by the defendants underlying the said NW¼ SE¼ of Section 19, covers approximately six acres and is substantially all that can be mined successfully by reason of bad conditions of the roof of said mine and the water encountered. That of the portions mined the mining conditions have been fairly good.

FINDING NUMBER TEN.

That the defendants, or either of them, have at no time paid or tendered the plaintiff any sum in payment of her interest or share of the coal removed from said real estate.

A. J. Stevenson

Judge

And to each of which findings of fact each defendant for himself separately and severally objects and excepts.

Now the Court states its conclusions of law on said findings of fact, which are as follows:-

(1) That the law is with the plaintiff and against the defendants.

(2) That the plaintiff should recover of and from the defendants the sum of $2,191.00, together with the costs of this action.

And now, as to each of said conclusions of law, each of the defendants for himself separately and severally objects and excepts.

And said conclusions of law are now signed and ordered filed and made a part of the record in this cause.

A.J.Stevenson
Judge of Hendricks Circuit Court.

And now the court renders judgment upon said conclusions of law as follows:

It is, therefore, now adjudged and decreed by the court that the plaintiff recover of and from the defendants herein the sum of $2191.00 together with the costs of this action.

May 14, 1938 The within judgment in the within case of Sarah Lenken vs George T. Price and Thomas A. Price, cause No 14333 in favor of Plaintiff for the sum of $2190.00 & the costual of the cause is paid by defts & plaintiff has released in full. Sarah Lenken, Plaintiff





EARL R. BEBOUT )
VS ) # 13552 On Account of Change of Venue.
LILLIAN S. FAUVRE, 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: Four Hundred Fifty-Seven - - -Dollars and Six - - -Cents, in the case of Earl R. Bebout vs. Lillian S. Fauvre, 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.

C. E. GRANT )
VS ) # 12844 On Account of Change of Venue.
THE WEST STREET COLD )
STORAGE CO. )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Three Hundred Thirty-one - - -Dollars and Eighteen - - -Cents, in the case of C. E. Grant vs The West Street Cold Storage Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

FAY C. DAVIS, ADMX. OF THE ESTATE )
OF EARL LESTER KOONTZ, DEC'D. )
VS ) # 13496 On Account of Change of Venue.
INDIANA RAILROAD. )

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 Sixty-Three - - Dollars and Eighty-Five - - -Cents, in the case of Fay C. Davis, Admx. of the Estate of Earl Lester Koontz, Dec'd. vs. Indiana Railroad 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

NELL K. MONTFORT )
VS ) # 13811 On Account of Change of Venue.
JOHN L. PARTLOW, 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: Four Hundred Twenty-Three - - - -Dollars and Twenty-Seven - - -Cents, in the case of Nelle K. Montfort vs. John L. Partlow, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

JOHN O. SPAHR )
VS ) # 12017 On Account of Change of Venue.
GENEVA BATES MYERS )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five Hundred Thirty-Five - - - Dollars and Thirty-Eight - - -Cents, in the case of John O. Spahr vs. Geneva Bates Myers 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

PACIFIC STATES FIRE )
INSURANCE CO. )
VS ) # 12534 On Account of Change of Venue.
UNION INSURANCE CO. )
OF 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 ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five - - -Dollars and Fifty - - -Cents, in the case of Pacific States Fire Insurance Co. vs. Union Insurance Co. 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

BALDWIN PIANO CO. )
VS ) # 13901 On Account of Change of Venue.
RUTH LACKHART WALKER )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five - - - Dollars and Fifty - - - Cents, in the case of Baldwin Piano Co. vs. Ruth Lockhart Walker is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Boone in said State, and the Auditor of said County of Boone is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

LOTYS BENNING )
VS ) # 14458 On Account of Change of Venue.
RED CAB COMPANY )

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five - - -Dollars and Fifty - - -Cents, in the case of Lotys Benning vs. Red Cab Company is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

DELPHA ROELL )
VS ) # 14327 On Account of Change of Venue.
PEOPLES MOTOR COACH CO.)

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

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to wit: Five - - -Dollars and Fifty - - -Cents, in the case of Delpha Roell vs. Peoples Motor Coach Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Marion is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

CARL RIECHEL ADMR., )
ETC. )
VS ) # 14312 On Account of Change of Venue.
THE PENNSYLVANIA RAIL- )
ROAD 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: Five - - -Dollars and Fifty - - -Cents, in the case of Carl Riechel Admr., etc. vs The Pensylvania 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

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 26th, 1935.

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

WILLIAM J. STEWART, ADMIN- )
ISTRATOR OF THE ESTATE OF )
MARGARET STEWART, DECEASED, )
LATE OF BOONE COUNTY, INDIANA. )
VS ) # 14433
CITY OF INDIANAPOLIS, INDIANA. )

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

And 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, March 27th, 1935.

WILLIAM F. KEARNS, ET AL. )
VS ) # 14516
WILLIAM HART, ET AL. )

Comes now the defendant, William Hart, herein, and files answer, also answer to cross-complaint of Josephine Hart, which answers are in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA )
VS ) # 7542
HARRY CRAWFORD )
JOE ALLISON )
WILL ALLISON )
WILLIAM K. GUY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant Will[illegible] Allison, in his own proper person, and withdraws his plea of not guilty and enters his plea of guilty to the crime of grand larceny.

And now the Court takes this cause under advisement.

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

A. J. Stevenson Judge.



Wednesday Morning, March 27th, 1935.

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

THE UNION CENTRAL LIFE INSURANCE )
COMPANY OF CINCINNATI, OHIO. )
VS ) # 14559
MARY C. ZIMMERMAN AND CHARLES F. )
ZIMMERMAN, HER HUSBAND; )
EDNA GORDON RISK AND ALBERT G. )
RISK, WIFE AND HUSBAND; )
HERMAN L. KELSO AND JUANITA B. )
KELSO, HIS WIFE; )
CHARLES JACOBS AND _____ JACOBS, )
HIS WIFE, WHOSE CHRISTIAN NAME )
IS UNKNOWN. )

Comes the plaintiff, The Union Central Life Insurance Company Of Cincinnati, Ohio, and files its complaint against the defendants herein to foreclose a real estate mortgage upon the following described real estate in Hendricks County, Indiana, to-wit:-

The Northwest Quarter of the Northwest Quarter of Section 32, Township 16 North, Range I West, except 2 acres off of and across the entire south end thereof. Also,

A part of the East Half of the Northwest Quarter of said Section 32, Township and Range aforesaid, bounded and described as follows, to-wit:-Beginning at the Northwest corner of said half Quarter Section and running thence East on and along the North line thereof to a point in the center of the Danville and North Salem Gravel Road, which point is 42.8 rods West of the Northeast corner of said Quarter Section; thence South 72 degrees and 25 minutes East with the bearing of said Road to where the same intersects the East line of said Northwest Quarter Section; thence South on and along the East line of said Northwest Quarter Section to the Southeast corner thereof; thence West on and along the South line of said Quarter Section to the Southwest corner of said East Half of the Northwest Quarter; and thence North to the place of beginning, estimated to contain in all 113 acres, more or less, and for the appointment of a receiver; also an affidavit that defendants, Charles Jacobs and _____ Jacobs, his wife, whose Christian name is unknown, are not residents 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 defendants, Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, making the same returnable on May 18th. 1935, the same being the 12th. judicial day of the May Term, 1935, of the Hendricks Circuit Court; and have the same published in The Hendricks Circuit Republican, a public newspaper of general circulation, printed in the English Language, and published in the town of Danville, Hendricks County, Indiana, the same being the newspaper designated by the plaintiff in its complaint, and in all other respects, as provided by law.

WILLIAM J. STEWART, ADMINISTRATOR )
OF THE ESTATE OF MARGARET STEWART, )
DECEASED, LATE OF BOONE COUNTY, )
INDIANA. )
VS ) # 14433
CITY OF INDIANAPOLIS, INDIANA. )

Come now the parties, in person and by counsel, and

the jury is again brought into open Court, and the taking of evidence is continued.

And now on motion of the plaintiff, the jury is sent in charge of a sworn officer to view the scene of accident.

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, March 28th, 1935.

STATE OF INDIANA, ON RELATION OF )
LUTHER F. SYMONS, BANK COMMIS- )
SIONER OF THE STATE OF INDIANA. )
VS ) ORDER TO COMPOUND DEBTS
HUNTER BANK, BROWNSBURG, INDIANA.)

Comes now Harney F. Semones, receiver of Hunter Bank, Brownsburg, Indiana, and files the following verified petition by him duly verified (insert), showing therein that among the assets of said Hunter Bank are four promissory notes executed by Lingeman-Adams and Company a partnership, for the principal sum of $7,100.00, with interest from the execution of the said notes; that the property of the said partnership consists only of a grain elevator and a flour mill with equipment for the operation of same and also the real estate upon which the said elevator and four mill are situated. That the partners consisting of Jesse A. Retizel, John A. Adams and Jennie S. Adams and Otto W. Lingeman desire to convey to the said Harney F. Semones, receiver of Hunter Bank in full payment and satisfaction of the said notes to the said Hunter Bank the following described real estate upon which the said grain elevator and four mill is situated, and said real estate being situated in the town of Brownsburg, Hendricks County, Indiana, to-wit:

Lot 15, Graham-Nash & Sennett's Addition to Brownsburg; except a wedge shaped strip of ground seven feet wide at the south end and nothing at the north end, off of and along the entire west end of said Lot sold to the town of Brownsburg (this property includes Mill Building used for the milling of flour and mixing and grinding for feet) in the name of "Brownsburg Milling Co."

And Lot Number one (1) on Mill Street in R. A. Watts Addision to Brownsburg (in the name of B. T. Smith") This lot includes Grain Elevator for grain handling and storage.

And 42 feet across and off of the west side of a tract of land herein described, to-wit: A part of Section 11, township 16 North, Range 1 East, beginning in the center of the Main Tract of the Ohio, Indiana & Western Railroad on the west side of Green Street in the town of Brownsburg, Indiana, thence south on the west side of said Street 63½ feet; thence west 70 degrees north 12,56/100 rods; thence north 7,8/10 rods; thence south 67 degrees east in center of said Railroad track to the place of beginning;-(in the name of Jesse R. Cope et al (includes bins for handling and storing coal),

And, also, Part of Section Eleven (11) in township sixteen (16) North in range one (1) east lying west of the Lebanon State Road and south of the Indianapolis, Bloomington and Western Railroad and north of the town of Brownsburg in said County, and described as follows: Beginning at the center of said railroad in line with the eastern boundary of the town lots west of said state road; thence south with said boundary line fifty three (53) feet; thence West with the bearings of the town one Hundred feet (100); thence north seventy seven (77) feet to the center of said railroad; thence south sixty seven (67) degrees east with said railroad one hundred and three (103) feet to the place of beginning, except fifteen (15) feet off of the north side thereof for a switch;-record in the name of Lingeman & Adams Company

And the court having examined said petition and being sufficiently advised in relation thereto, now finds that the averments therein contained are true and that in the interest of said receivership the prayer ought to be granted.

It is therefore ordered by the court that in the interest of said receivership the said receiver, receive from the said partners Jesse A. Retizel, John A. Adams and Jennie S. Adams and Otto W. Lingeman the said grain elevator, four mill and real estate hereinabove described as alleged in the said petition in full and complete settlement of the said obligations of the said Lingeman-Adams and Company to the said Hunter Bank, of Brownsburg, Indiana, and that the said receiver upon receipt of a deed conveying the same deliver to the said Lingeman-Adams and Company their notes in the principal sum of $7,100.00.



STATE OF INDIANA )
VS ) # 7558
JAMES FITZPATRICK )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, James Fitzpatrick, 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 the Court being duly advised, the said defendant, James Fitzpatrick, is now ordered to leave the County of Hendricks, and to remain ouside the County until further order of the Court.

GORDON C. BRUNES )
VS ) # 14491 Judgt. vs Pltf. for Costs.
LAVON L. BRUNES ) J. D. 17, Page 6.

Comes now the defendant herein and files answer in general denial to plaintiff's complaint, which is in the words asfollows, to-wit: (H.I.),

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

And now comes the plaintiff herein and files answer in general denial to said cross-complaint, which said answer reads as follows, to-wit: (H.I.)

And now said cause being at issue and coming on for trial is submitted to the court for trial, finding and decree, and the court having heard the evidence and being duly advised finds for the defendant and on her cross-complaint and against the plaintiff herein on his complaint and that the allegations of said cross-complaint are true and that the defendant and cross-complaint, Lavon L. Brunes, is entitled to a decree of divorce from the plaintiff herein on the grounds alleged in said cross-complaint, and is entitled to have her maiden name, Lavon L. Maddock, restored to her.

It is therefore, considered, adjudged and decreed by the court that the bonds of matrimony existing between plaintiff and this cross-complainant herein be, and they are hereby, dissolved and said cross-complainant is hereby granted a divorce from said plaintiff, and that cross-complainant's maiden name, Lavon L. Maddock, be, and is hereby, restored toher.

It is further ordered by the court that the plaintiff pay the costs of this action.

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

C. J. Stevenson, Judge.

Thursday Morning, March 28th, 1935.

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

ELIZABETH ULAND )
VS ) # 14185
CITY OF INDIANAPOLIS, )
INDIANA. )

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

WILLIAM J. STEWART, ADMIN- )
ISTRATOR OF THE ESTATE OF )
MARGARET STEWART, DECEASED, )
LATE OF BOONE COUNTY, IND. )
VS ) # 14433
CITY OF INDIANAPOLIS, IND. )

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.

And after hearing all of the evidence in this cause, the jury is permitted to separate under proper instructions until 8:30 A. M., Friday, March 29th, 1935.

STATE OF INDIANA. )
VS ) # 7542 Judgt. vs Deft., Will Allison, for Costs.
HARRY CRAWFORD, ) J. D. 17, Page 6.
JOE ALLISON, )
WILL ALLISON, )
WILLIAM K. GUY. )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Will Allison, in his own proper person, and said defendant having heretofore plead guilty to grand larceny, and the Court now being duly advised, finds that the true age of the said defendant is twenty-five years.

It is, therefore, now adjudged and decreed by the Court that the defendant, Will Allison, for the offense by him committed be and he is hereby committed to the custody of the Board of Trustees, of the Indiana Reformatory for a period of not less than one year nor more than ten years, and that he be and he is disfranchised for a period of five years.

It is further adjudged and decreed by the Court that the said defendant, Will Allison, pay the costs of this action, taxed at _____dollars and _____cents.



STATE OF INDIANA ON THE RELA- )
TION OF LUTHER F. SYMONS, BANK )
COMMISSIONER OF THE STATE OF )
INDIANA. )
VS ) # 12421 ORDER DIRECTING RECEIVER TO DISPOSE
CITIZENS STATE BANK, PLAINFIELD, ) OF CERTAIN NOTES AND JUDGMENT.
INDIANA. )

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and presents his petition asking for authority and an order to dispose of certain notes and judgements which said Receiver has been unable to collect, and which are owing to said bank, 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 is necessary for said Receiver to sell all of his right, title and interest in the following notes and judgments, to-wit:

| Name of Debtor. | | Principal. |
|---|---|---|
| R. G. Averitt and Ercell W. Averitt, Note #23069 | | 238.30 |
| Charles D. Marley and Emma H. Marley, Note #22413 | | $ 1,089.89 |
| Bly Brothers, A. E. Bly, Note #21909 | $ 475.77 | |
| " " " " " Note #21911 | $3,559.00 | |
| " " " " " Note #21910 | $1,868.00 | |
| | $5,902.77 | $ 5,902.77 |
| W. E. Carrier-Phebe Carrier - - - - Note #22433 | | $ 1,360.85 |
| Moses O. Hardin - - - - - - - - - - Note #22824 | | $ 123.91 |
| S. L. McKee, - Note #23067 | $150.00 | |
| " " " - Note #22991 | $179.00 | |
| | $329.00 - - - - - - - - - - | $ 329.00 |
| J. L. Price- Henry Price, Judgement - - - - - - - - - - | | $ 656.18 |
| O. M. Roark- Note #23005 - | $ 582.20 | |
| " " " Note #23016 - | $ 760.00 | |
| | $1242.20 - - - - - - - - - - | $ 1,242.20 |
| F. O. Sturgeon- Emma T. Sturgeon, Note #22958- | $1000.00 | |
| " " " " " " Note #23016- | $1246.00 | |
| | $2246.00 | $ 2,246.00 |
| Albert H. Wehner- Dean Wehner, Judgement - - - - - - - - | | $ 820.56 |
| Will E. Wood, Note # 23039 - - - - - - - - - - - - - - | | $ 248.61 |
| Claud Wood-Will E. Wood, Note #22890 - - - - - - - - - - | | $ 320.00 |
| | | $14,578.27 |

It is therefore considered, ordered and adjudged by the Court that the notes and judgements, respectively, in said petition mentioned and described, and set forth above in this finding as owing to said Citizens State Bank, Plainfield, Indiana, be sold by said Receiver at public sale, for cash. Said sale to be made at the law office of Horace L. Hanna, Plainfield, Indiana, after giving notice of the time, place and terms of such sale by publication of such notice for ten days in the Plainfield Messenger, a public weekly newspaper of general circulation, printed and published in the Town of Plainfield, Hendricks County, State of Indiana, and by notifying each debtor by letter, setting forth the time, place and conditions of said sale. That the conditions shall be as follows: Terms, all cash. Said notes and judgements shall be offered for sale as a whole and separately, and the highest bid received therefor shall be accepted by said Receiver.

It is further ordered and adjudged by the Court that upon such sale being made and confirmed by the Court that said purchasers shall have all right, title and interest of said Citizens State Bank, Plainfield, Indiana, in and to said notes and judgements, respectively.

It is further ordered by the court that said Horace L. Hanna, Receiver of Citizens State Bank, Plainfield, Indiana, make such sale of said personal property in accordance with the foregoing order and decree, and upon making sale thereof he shall report the same to this Court for approval.

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 29th, 1935.

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

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

Come now the parties, by counsel, and this cause is continued at the defendant's cost until April 3rd, 1935.

DELLA KUHN, )
DELLA KUHN, ETC. )
VS ) # 14331
INDIANA ICE & FUEL CO. )

Come now the parties, in person and by counsel, and all depositions on file are ordered 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.

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

WILLIAM J. STEWART, ADMINISTRATOR )
OF THE ESTATE OF MARGARET STEWART, )
DECEASED, LATE OF BOONE COUNTY, )
INDIANA. )
VS ) # 14433
CITY OF INDIANAPOLIS, INDIANA. )

Come now again the parties, in person and by counsel, and before the argument, the plaintiff tenders instructions numbered one to eleven inclusive and requests the Court to indicate before the argument which instructions will be given and which refused. And the defendant tenders instructions numbered one to sixteen inclusive. And now the Court indicates that it will give of the instructions tendered by the plaintiff numbers 1, 2, 3, 4, 5, 6, 7, 8 and 9, and indicates that it will refuse numbers ten and eleven, to the refusal of each one of which the plaintiff objects and excepts. The Court indicates that it will give of the instructions tendered by the defendant numbers 1, 2, 3, 4, 5, 11, 12 and 14, and that it will refuse numbers 6, 7, 8, 9, 10, 13, 15 and 16, to the refusal of each one of which the defendant objects and excepts.

And now the jury is again brought into open court and 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 one to nine inclusive, to the giving of each one of which the plaintiff and defendant each for itself separately and severally objects and excepts. And now the Court gives of the instructions tendered by the plaintiff numbers 1, 2, 3, 4, 5, 6, 7, 8 and 9, to the giving of each one of which the defendant objects and excepts. And the Court gives of the instructions tendered by the defendant numbers 1, 2, 3, 4, 5, 11, 12 and 14 to the giv-

ing of each one of which the plaintiff objects and excepts.

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.).

The jury is again brought into court and return a verdict for the plaintiff in the sum of five thousand dollars, which verdict is in the words and figures following,to-wit:

WILLIAM J. STEWART, ADR. )
VS ) CAUSE NUMBER 14433
CITY OF INDIANAPOLIS )

We, the jury, find for the plaintiff and assess the damages in the sum of $5000.

P. F. Watkins
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. Saturday,
Record read and signed in open court.

I. J. Stevenson Judge.



Saturday Morning, March 30th, 1935.

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

MARIETTA MANUFACTURING )
CO., INDIANAPOLIS CASTING CO. )
VS ) # 14357
CHICAGO, INDIANAPOLIS & )
LOUISVILLE RAILWAY CO., )
THE N. Y. CHICAGO & ST. LOUIS )
RAILROAD CO. )

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

And comes also the defendant The N. Y., Chicago & St. Louis Railraod Company, by counsel, and files sixth paragraph of answer, which sixth paragraph of answer is in the words and figures following, to-wit: (H.I.).

CONRAD REIBE )
VS ) # 14520
L. PARK THORNBURG )

Comes now the plaintiff, by counsel, and files affidavit denying possession of books and papers, which affidavit is in the words and figures following, to-wit: (H.I.).

CLEMENT E. KELLEY, REC. )
VS ) # 14546
FRANK BEADLE, ET AL. )

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before April 10th, 1935.

JOHN H. MORGAN & )
NELLE B. MORGAN )
VS ) # 14088 Judgt. vs Defts. for $50.00 & Costs.
GEORGE T. IRELAND & ) J. D. 17, Page 6.
CATHERINE IRLAND. )

Come now the parties, in person and by counsel, and by agreement of said parties, the Court now finds for the plaintiffs and that there is due the plaintiffs on the note sued upon the sum of $50.00, and that the plaintiffs are entitled to a personal judgment against the defendants, George T. Ireland and Catherine Irland, for said amount, together with the costs of this action, taxed at _____dollars and _____cents.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiffs have and recover of and from the defendants, George T. Ireland and Catherine Irland, the sum of $50.00, together with the costs for this action, taxed at _____dollars and _____cents.

MALISA WARD, ET AL.)
VS ) # 14524 ORDER APPROVING PARTITION SALE TO
ELMER COX ) ETHEL M. HARDIN

Comes now the parties, and comes also Elmer Cox, the commissioner heretofore appointed, and files his 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, and having the same duly appraised, as required by the order of the court, authorizing such sale, said commissioner sold the same at private sale to Ethel M. Hardin for the sum of $1700.00. That being the highest and best bid received and more than the appraised value thereof. And the court being sufficiently advised in the premises, now in all things approves said report and ratifies and confirms said sale; and said commissioner is ordered to execute to said purchaser a deed for said real estate, and to take from said purchaser the cash purchase price for said real estate. And now said commission reports such deed, and the same being examined by the court, is approved by the court, and ordered delivered to said purchaser, who concurrently there with delivers to said commissioner the sum of $1700.00 the purchase price of said real estate.

From evidence heard it appears to the court that there are other parcels of real estate remaining to be sold in this said partition suit, that the within named Elmer Cox is the commissioner for selling the other parcels of real estate. Therefore the court directs that the allowance for the services of said commissioner and the services of the attorney for the commissioners attorney be held over until the last of the parcels of real estate have been sold and that at that time the court make an allowance for the services of the commissioner and the attorney.

The court further orders that the amount from this sale be sold in some reliable bank and that it be not distributed until further order.

And this cause is continued for report of the said commissioner.

THE NORTHWESTERN MUTUAL LIFE )
INSURANCE COMPANY ) ENTRY
VS ) # 14502 SUIT TO FORECLOSE MORTGAGE
LOU STANLEY, unmarried, et al. ) ON REAL ESTATE.

Comes now Vernon Nichols, Receiver herein for the land covered by the mortgage heretofore herein foreclosed, and exhibits to the Court a lease entered into by such Receiver and Charles A. Merritt covering all of the land described in the said foreclosed mortgage, except twenty acres off the entire south end thereof, by the terms of which lease the said Charles A. Merritt is to be the tenant of said Receiver from March 1, 1935, to midnight of the last day of February, 1936, and is to pay to such Receiver, as rent for said land, one-half of all crops grown by such tenant on such land during such term, each of the parties to furnish one-half of the seed and pay one-half of the thrashing bill.

And the Court, having examined said lease and being sufficiently advised in the premises, finds that said lease should be approved.

It is, therefore, by the Court ORDERED that the lease of Vernon Nichols, Receiver herein, of March 6, 1935, to Charles A. Merritt, to all of the land covered by the mortgage herein foreclosed, except twenty acres off the south end thereof, for the term of one year beginning March 1, 1935, be, and the same is hereby, approved, and the Court hereby notes his approval on the face of such lease.



CORA E. HESSONG )
VS ) # 14536 Judgt. vs Defts. for Costs.
RICHARD NOLAND & ) J. D. 17, Page 7.
ELLIS E. BURNELL )

Comes now the plaintiff, by counsel, and the Court being duly advised, finds for the plaintiff, Cora E. Hessong, and that said plaintiff is entitled to immediate possession of the real estate as described in the complaint.

And the Court further finds that the defendants, Richard Noland and Ellis E. Burnell, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff, Cora E. Hessong, be and she is hereby entitled to the immediate possession of the real estate as described in the complaint.

It is further considered, ordered and adjudged by the Court that the defendants, Richard Noland and Ellis E. Burnell, pay the costs of this action, taxed at _____dollars and _____cents.

STATE EX REL LUTHER SYMONS )
VS ) # 13810
CLAYTON BANK & TRUST COMPANY ) Order on Petition to Approve Sale
of Clayton, Indiana. ) of Real Estate.

Comes now the duly appointed, qualified and acting receiver, herein, and files his verified petition to approve sale of real estate, which petition is in the words and figures following, to-wit:

STATE EX REL LUTHER SYMONS )
VS ) CAUSE NO. 13810
CLAYTON BANK & TRUST COMPANY
of Clayton, Indiana.

HENDRICKS CIRCUIT COURT
MARCH TERM, 1935

PETITION TO APPROVE SALE OF REAL ESTATE

Comes now the undersigned receiver and respectfully shows to the court that James Golden was indebted to the Clayton Bank & Trust Company and this receiver, and out of negotiations by this receiver the said James Golden transferred certain real estate to this receiver; said real estate being 17 acres in Liberty Township, Hendricks County, Indiana, and valued by this receiver in the sum of $1800.00.

That in order to complete the liquidation of the Clayton Bank & Trust Company its receiver desires to sell said real estate and has a purchaser in the person of Daniel H. Reitzel and Mildred C. Reitzel, who have offered this receiver the sum of $1800.00 for said property.

That said receiver believes that said real estate should be sold for said price, and said purchasers are paying said receiver the sum of $800.00 in cash for said real estate and executing their note for the balance of said purchase price secured by a chattel mortgage on one Dodge truck, which this receiver values at $500.00, and the further security of the real estate subject to a mortgage of $800.00 with which said real estate will be encumbered to pay part of the purchase price herein.

That in the opinion of this receiver the terms of the sale herein are as good as can be secured and said sale should be approved, according to the terms herein.

WHEREFORE, said receiver prays the court to approved said sale.

Clement E. Kelley
Receiver of Clayton Bank & Trust Company

Subscribed and sworn to before me this 30th day of March, 1935.

Thelma Francis

(SEAL) Notary Public

My commission expires: January 15th, 1939.

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: "3/30/35 Examined & approved. Sale ordered as petitioned for. A. J. Stevenson, Judge."

STATE OF INDIANA )
VS ) # 7307
FREDRICK A. ROACH, ET AL. )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7313
GENERAL HURST )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7317
MINNIE FLORY )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7320
CARL E. WILLIS )

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

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

STATE OF INDIANA )
VS ) # 7322
JOSEPH W. MOORE )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7325
CLEO RIGGEN )

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

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

STATE OF INDIANA )
VS ) # 7327
STANLEY W. ROHN )

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

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

STATE OF INDIANA )
VS ) # 7328
CLEO RIGGEN )

Comes now the State of Indiana, 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 seen and examined said motion and being sufficiently advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7331
PAUL ARNOLD )
VERN ARNOLD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, amd 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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7335
OMER BOLER )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS )# 7336
CARL POPHAM )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7488
JANE HARVEY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and moves the Court to enter a nolle prosequi in this cause, for reason of the death of the defendant, Jane Harvey, 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, does now sustain the same.

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



STATE OF INDIANA )
VS ) # 7559
CHARLEY DUNCAN )

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

And the Court now fixes the defendant's bond at $2000.00.

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 1st, 1935.

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

STATE OF INDIANA, ON RELATION )
OF LUTHER F. SYMONS, BANK COM- )
MISSIONER OF THE STATE OF INDIANA)
VS ) ORDER TO COMPOUND DEBTS.
HUNTER BANK )

Comes now Harney F. Semones, Receiver of Hunter Bank, Brownsburg, Indiana, and files the following duly verified petition (insert), showing therein that among the assets of said Hunter Bank are three promissory notes executed by James M. Tarpey for the principal sum of $4415.00, with interest from the execution of the said notes; that the property of the said James M. Tarpey consists of a farm of one hundred nine acres, with a mortgage against the same in the sum of $4400.00, with interest from January 1st, 1935, and also four horses, that are assessed for taxation in the sum of $100.00, five cows arranging in ages from six to fourteen years, and fourteen head of hogs and a few farming tools and the court having examined said petition and being sufficiently advised in relation thereto, now finds that the averments therein contained are true and that in the interests of said receivership the prayer ought to be granted.

It is therefore ordered by the court that said receiver receive from the said James M. Tarpey the sum of $828.00, as alleged in the said petition in full and complete settlement of the said obligation of the said James M. Tarpey to the said Hunter Bank.

STATE OF INDIANA )
VS ) # 7561 Judgt. vs Deft. for $25.00 Fine & Costs.
ROBERT GRANT ) J. D. 17, Page 7.

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 of driving motor bicycle while under influence of liquor.

It is, therefore, now adjudged and decreed by the Court that for the offence by him committed, said defendant be and he is fined in the sum of $25.00, and that he be and he is imprisoned in the Indiana State Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

It is further ordered by the Court that the driver's license be and they are hereby revoked for a period of one year.

CLAUDE C. HARSHBARGER )
VS ) # 14363 On Account of Change of Venue.
HAROLD K. BACHELDER, ET AL.)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Twenty-Eight Dollars and Fifty Cents ($28.50) in the case of Claude C. Harshbarger vs. Harold K. Bachelder, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Montgomery in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

ABE GREENSPAN )
VS ) # 14041 On Account of Change of Venue.
ELI GMIL, ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Sixteen Dollars and Eighty-Three Cents ($16.83) in the case of Abe Greenspan vs. Eli Gmil, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

WAYNE ROSS )
VS ) # 14086 On Account of Change of Venue.
VIOLET ROSS )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Twenty-One Dollars and Eighty-Three Cents ($21.83) in the case of Wayne Ross vs. Violet Ross is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

THE MUTUAL BENEFIT LIFE )
INS. CO. )
VS ) # 14102 On Account of Change of Venue.
ADA B. CREWS, ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Fifty Dollars and Sixty-Six Cents ($50.66) in the case of The Mutual Benefit Life Ins. Co. vs. Ada B. Crews, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Boone in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

MYRTLE F. STANLEY )
VS ) # 13994 On Account of Change of Venue.
INDIANA TRAVELERS )
ASSURANCE CO., ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit: Twenty-One Dollars and Thirty-Three Cents ($21.33) in the case of Myrtle F. Stanley vs. Indiana Travelers Assurance Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

JOHN W. TWITTY )
VS ) # 12794 On Account of Change of Venue.
HERMAN B. ROSS, ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, in which the above and foregoing case was tried, adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and



having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Twenty-Four Dollars and Ninety-Nine Cents (#24.99) in the case of John W. Twitty vs. Herman B. Ross, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

THE MUTUAL BENEFIT )
LIFE INS. CO. )
VS ) # 14101 On Account of Change of Venue.
ELIZABETH WETHERALD, )
ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Thirty-Three Dollars and Fifty Cents ($33.50) in the case of The Mutual Benefit Life Ins. Co. vs. Elizabeth Wetherald, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Boone in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

CALVIN W. HENDRICKS, ET AL. )
VS ) # 14224 On Account of Change of Venue.
ARTHUR JACKSON )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit: Twenty-Fourt Dollars and - - - Cents ($24.00) in the case of Calvin W. Hendrick, et al. vs. Arthur Jackson is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Montgomery in said State, and the Auditor of said County of

Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

IN THE MATTER OF THE VOLUNTARY)
LIQUIDATION OF THE DANVILLE ) # 14336
TRUST COMPANY, OF DANVILLE, )
INDIANA. )

Come now William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, by counsel, and file their petition for authority to adjust mortgage debt, which petition is in the words and figures following, to-wit:

STATE OF INDIANA, )
) SS:
HENDRICKS COUNTY. IN THE HENDRICKS CIRCUIT COURT, MARCH TERM, 1935.

IN THE MATTER OF THE VOLUNTARY (
LIQUIDATION OF THE DANVILLE ( No.14336:
TRUST COMPANY, OF DANVILLE, ( PETITION TO SCALE DOWN A DEBT
INDIANA. ( AND OBLIGATION:

Come William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, now in Voluntary Liquidation in the Hendricks Circuit Court, and respectfully shows to the court:-

That among the assets of said Trust Company coming into the hands of these Liquidating Agents is a certain mortgage upon the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the Southwest Quarter of Section 17, Township 15 North, Range I West, and a part of the Southeast Quarter of Section 18, Township 15 North, Range I West, described as follows, to-wit:-Beginning at the Southwest corner of said Section 17 and running thence North on Section line 88,1/2 rods; thence West at right angles with said Section line 25,3/10 rods; thence North to Section bearing 38 rods; thence East 105,3/10 rods; thence South 45 rods and II links; thence East 31 rods; thence South 84,3/4 rods to Section line on the South side; thence West to the place of beginning, except 10 acres described as follows, to-wit: Commencing 49 rods west of the Southeast corner of the Southwest Quarter of Section 17, Township 15 North, Range I West; thence west on Section line 26,1/2 rods; thence North 60,2/3 rods; thence East 26,1/2 rods; thence South to the place of beginning, estimated to contain 10 acres, more or less, and containing exclusive of said exception herein stated 74 acres, more or less; also a part of the Southeast Quarter of the Southeast Quarter of Section 18, Township 15 North, Range I West, and bounded as follows:, to-wit:-Beginning at the Southeast corner of said Quarter Quarter and running thence West 40 rods to the Southeast corner of a certain 9 acre tract of land as conveyed to E. Lamb by Oscar N. Stanley and wife November 5th., 1901; thence Northwest with the line of the said Lamb tract of land North 23 degrees West 47 rods and 6 links to the South line of the lands owned by Mill Creek Monthly Meeting of Friends; thence East 164 links to the Southeast corner of said last referred to tract; thence North 13,1/2 degrees west 283 links; thence North 8,82/100 rods, both of said last two lines being the east line of the lands owned by Mill Creek Monthly Meeting of Friends; thence East 54,47/100 rods to the East line of said Quarter Quarter; thence South to the Southeast corner thereof, estimated to contain 20 acres, more or less.

That said mortgage was executed by one Smythie H. Haworth, unmarried, on the 14th. day of April, 1928, to secure a debt and obligation in favor of said Trust Company for $3600.00, due April 14th. 1933; that said mortgage was duly acknowledged by the mortgagor on April 14th. 1928, filed for record in the Recorder's Office of Hendricks County, Indiana, on April 14th. 1928, at 4:20 o'clock P. M. and duly recorded in Mortgage Record 86 page 465-6 of the records of said office.

Petitioners further say, and allege, that the debt secured by said mortgage is long over due and more than $4000.00 remains thereon unpaid, of principal and interest; that the real estate covered by said mortgage is insufficient in value to pay and discharge said debt and the mortgagor wholly insolvent, unable to pay her debts; that she



has made Application to The Federal Land Bank Of Louisville for a loan, offering the above described real estate as security; that it now appears that after all necessary expenses and charges in connection with such loan have been deducted from the amount she has been promised as a loan there will remain to apply on the debt due The Danville Trust Company the sum and amount of $2307.02; that these petitioners have thoroughly investigated the financial affairs of the mortgagor, and the value of her property holdings, and are of the opinion that it will be for the best interests of said Trust Company to take and accept said amount in full payment and satisfaction of its debt due from said mortgagor and satisfy its said mortgage of record.

WHEREFORE, petitioners pray the court for an order authorizing them, in behalf of The Danville Trust Company, to take and accept the said sum of $2307.02 in full payment of the debt and obligation due said Trust Company from the said Smythie H. Haworth, now Butler, and secured by the mortgage herein referred to, and they ask for all proper relief in the premises.

William F. Franklin,

Charles Z Cook,

Liquidating Agents.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Be it remembered, that on the 30th. day of March, 1935, before me, the undersigned Notary Public in and for the county and State aforesaid, personally appeared William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, of Danville, Indiana, to me personally known to be such Liquidating Agents, and, each for himself swears that the foregoing is a true and correct statement of the facts in connection with the debt and obligation referred to in said petition, and the value of said security, as each is informed and verily believes, so help him God.

William F. Franklin

Charles Z Cook.

Subscribed and sworn to before me this 30th. day of March, 1935.

(SEAL) Zimri E. Dougan,

My Com. Exp. Jan. 3rd. 1939. 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, which is as follows:"April 1st, 1935. examined and approved in open court. Liquidating Agents authorized to accept the within sum offered in full settlement and satisfaction of the debt referred to in within petition. A. J. Stevenson, Judge Of The Hendricks Circuit Court."

PLAZA SQUARE REALTY )
COMPANY, A CORP. )
VS ) # 13636 On Account of Change of Venue.
NEW AMSTERDAM CASUALTY )
COMPANY, A CORP. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Twenty-Five Dollars and Thirty-Three Cents ($25.33) in the case of Plaza Square Realty Co., a Corp. vs. New Amsterdam Casualty Co., a Corp. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

J. WALTER SHANK )
VS ) # 13594 On Account of Change of Venue.
THE PEOPLES STATE )
BANK, A CORP. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Twenty-Four Dollars and Ninety-Nine Cents ($24.99) in the case of J. Walter Shank vs. The Peoples State Bank, A Corp. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

BALKE & KRAUSS CO. )
VS ) # 13914 On Account of Change of Venue.
AMERICAN LIABILITY & )
SURETY CO., ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct and the amount thereof, to-wit. Twenty-Four Dollars and Ninety-Nine Cents ($24.99) in the case of Balke & Krauss Co. vs. American Liability & Surety Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.





A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

STANDARD OIL CO. )
VS ) # 13830 On Account of Change of Venue.
FIDELITY & DEPOSIT CO. )
OF MARYLAND, ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Twenty-Four Dollars and Ninety-Nine Cents ($24.99) in the case of Standard Oil Co. vs. Fidelity & Deposit Co. of Maryland, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

WALTER THOMPSON, ET AL. )
VS ) # 13904 On Account of Change of Venue.
E. M. ALLEN, ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Fifty-Four Dollars and Sixteen Cents ($54.16) in the case of Walter Thompson, et al. vs. E. M. Allen, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Morgan in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

J. FRANK CHADWICK, ET AL. )
ASSIGNEES ETC. )
VS ) # 13728 On Account of Change of Venue.
THE LOUISVILLE JOINT )
STOCK LAND BANK, ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Thirty-Seven Dollars and Thirty-Two Cents ($37.32) in the case of J. Frank Chadwick, et al. Assignees etc. vs. The Louisville Joint Stock Lank Bank, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Montgomery in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

WALTER THOMPSON, ET AL. )
VS ) # 13902 On Account of Change of Venue.
EVERARD F. HADLEY, ET AL. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, in which the abofe 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 theret:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Eight-Three Dollars and Ninety-Eight Cents ($83.98) in the case of Walter Thompson, et al. vs Everart F. Hadley, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Morgan in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

WALTER THOMPSON, ET AL. )
VS ) # 13905 On Account of Change of Venue.
WILLIAM O. SHUFFLEBARGER, ET AL.)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit: Fifty-Eight Dollars and Eighty-One Cents ($58.81) in the case of Walter Thompson, et al. vs. William O. Shufflebarger, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Morgan in said State, and the Auditor of said County



of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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.

WILLIS JONES, ET AL. )
VS ) # 14486
JOSHUA BLANTON, ET AL. )

Come now the defendants, by counsel, and file their separate answers, which answers are in the words and figures following, to-wit: (H.I.).

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

A. J. Stevenson, Judge.

Tuesday Morning, April 2nd, 1935.

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

MARTHA GOSS )
VS ) # 14564
EDWARD GOSS )

Comes now the plaintiff and files her verified complaint for a divorce and asking for a restraining order restraining the defendant herein from interfering with or molesting plaintiff and from preventing her from being and remaining in and about her home which said verified complaint is as follows, to-wit: (H.I.) And the court having examined said complaint and being duly advised and informed finds for the plaintiff and that she is entitled to the restraining order as prayed for.

It is therefore ordered and decreed by the court that the defendant be, and he is hereby, enjoined and restrained from interfering with, molesting or from preventing her from being and remaining in and about her home during the pendency of this action.

MALISA WARD )
VS ) # 14524 ORDER APPROVING PARTITION SALE OF
ELMER COX ) THURMAN LOUDERMILK

Comes now the parties, and comes also Elmer Cox, the commissioner heretofore appointed, and files his 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, and having the same duly appraised, as required by the order of the court, authorizing such sale, said commissioner sold the same at private sale to Thurman Loudermilk for the sum of $900.00. That being the highest and best bid received and more than the appraised value thereof. And the Court being sufficiently advised in the premises, now in all things approves said report and ratifies and confirms said sale; and the commissioner is ordered to execute to said purchaser a deed for said real estate, and to take from said purchaser the cash purchase price for said real estate. And now said commissioner reports such deed, and the same being examined by the Court, is approved by the Court, and ordered delivered to said purchaser, who concurrently there with deliver to said commissioner the sum of $900.00, the purchase price of said real estate.

From evidence heard it appears to the Court that there are others parcels of real estate remaining to be sold in this partition suit, that the with in named Elmer Cox is the commissioner for selling the other parcels of real estate. Therefore the court directs that the allowance for the services of said commissioner and the services of the attorney for said commissioner be held over until the last of the said parcels of real estate have been sold and that at that time the court will make an allowance for the services of the commissioner and the attorney.

The court further orders that the amount from this sale be held in some reliable bank and that it be not distributed until further order.

And this cause is continued for report of the said commissioner.



STATE OF INDIANA )
VS ) # 7560 Judgt. vs Deft. for $25.00 and Costs.
JOHN WHEATLEY ) J. D. 17, Page 7.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the above named defendant, in his own proper person and by counsel, and being duly arriagned in open court, for his plea says that he is guilty of driving a motor vehicle while under the influence of liquor.

It is, therefore, now adjudged and decreed by the Court that the defendant, John Wheatley, for the offense by him committed, be and he is fined in the sum of $25.00, and that he be and he is imprisoned in the State Penal Farm for a period of thirty days, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further orders that the defendant's driver's license be revoked for a period of one year.

MARY G. AGNEW )
VS ) # 14476 ENTRY FOR CLERK.
WALTER S. AGNEW )

Comes now Mary G. Agnes, plaintiff in the above entitled cause, by Horace L. Hanna, her attorney, and it appearing to the satisfaction of the court by the summons herein, and the return of the Sheriff indorsed thereon, that the said defendant, Walter S. Agnew, has been served with process more than ten days before the first day of the January Term, 1935, of this court, being the date indorsed on plaintiff's complaint for the return day of summons thereon, and which summons and the return thereon are in the words and figures as follows, to-wit: (Here Insert). And the Court finds that said defendant has been duly served with Process of the pendency of this action as required by law.

And said defendant failing to appear on motion of plaintiff, said defendant, Walter S. Agnew is three times loudly called but comes not and herein wholly makes default.

Comes now John E. Kendall, Prosecuting Attorney for this judicial circuit and enters his name upon the appearance docket, where said cause is docketed, and files an answer for said defendant to said complaint in general denail thereof, which answer is in the following words and figures, to-wit: (Here Insert).

And this cause being at issue is submitted to the court without the intervention of a jury; and the court having heard the evidence and being duly advised in the premises, finds for the plaintiff, and that the allegations of plaintiff's complaint are true, and that she is entitled to a decree of divorce from said defendant on the grounds therein alleged. The court further finds that said plaintiff is a suitable and proper person to have the care, custody and control of the child of said marriage, Lorraine Ellen Agnes, who is now five years of age, and that the defendant, Walter S. Agnew, is not a fit person to have such control of said child.

The court further finds that the plaintiff is entitled to an allowance for the maintenance and support of said child, and that said defendant shall be required to pay five dollars per week to plaintiff for the support and maintenance of said child.

It is therefore considered, ordered, adjudged and decreed by the court that the bonds of matrimony existing between plaintiff and defendant herein be, and they

are hereby dissolved and that the plaintiff is hereby granted a divorce from said defendant.

It is further considered, ordered, adjudged and decreed by the court that the plaintiff have the care, custody and control of her child, Lorraine Ellen Agnew, five years of age, until the further order of this court; it is further ordered that said defendant, Walter S. Agnew, pay into this court on Monday of each week, beginning Monday, April 8, 1935, for the support and maintenance of said child, Lorraine Ellen Agnew, Five Dollars, and said defendant shall continue to make said weekly payments into this court, until the further order of this court.

It is further considered and adjudged by the court that the plaintiff recover of said defendant her costs and charges paid, laid out and expended.

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





Wednesday Morning, April 3rd, 1935.

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

SARAH ANDREW )
VS ) # 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

Come now again the parties, by counsel, and the defendants each prays an appeal to the Appellate Court of Indiana. And the Court now being duly advised, grants said appeal.

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

Come now again the parties, in person and by counsel, and the Court having seen and examined the demurrer to complaint, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects.

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

And now 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, the court now adjourns until 9:00 o'clock A. M. Thursday, April 4th, 1935.

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 4th, 1935.

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

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

Come now again the parties, in person and by counsel, and the taking of evidence is continued and concluded.

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

JAMES W. BARTON )
VS ) # 14473 Judgt. vs Pltf. for Costs.
ARCH ARMSTRONG ) J. D. 16, Page 8.
ARMSTRONG BEV. CORP. )

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

ROBERT S. SMITH, RECEIVER )
OF MINIATURE GREENS CORP. )
OF INDIANA. )
VS ) # 14057 Judgt. vs Pltf. for Costs.
FRED E. GIFFORD ) J. D. 16, Page 8.

It appears 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, Robert S. Smith, Receiver of Miniature Greens Corporation of Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

HARVEY M. WISTERMAN )
VS ) # 14121 Judgt. vs Pltf. for Costs.
MERRILL R. WILSON, TRUSTEE ) J. D. 16, Page 8.

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, Harvey M. Wisterman, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.



THE STATE LIFE INSURANCE )
COMPANY OF INDIANAPOLIS, )
INDIANA. )
VS ) # 14138
SAMUEL J. UNDERWOOD, 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.

CHARLES M. CLAYTON, ET AL.)
VS ) # 14542
ALLIANCE INSURANCE CO. OF )
PHIL., ET AL. )

Comes now the defendant, Alliance Insurance Company of Philadelphia, by counsel, and files motion to strike out parts of amended complaint, which motion is in the words and figures following, to-wit: (H.I.). And said named defendant also files motion to strike out interrogatories, which motion is in the words and figures following, to-wit: (H.I.).

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

Friday Morning, April 5th, 1935.

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

IDA LEE )
VS ) # 14379
MARTINSVILLE SCHOOL CITY)

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

FRANK H. RILEY, M.D. )
VS ) # 14472
JAMESTOWN LUMBER CO. )

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

METHODIST EPISCOPAL )
HOSPITAL (A CORPORATION) )
VS ) # 14508 Judgt. vs Deft. for $275.44 and Costs.
FRANK PROCTOR ) J. D. 17, Page 9.

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 notes sued upon the sum of $264.32 of principal and interest, and the further sum of $11.12 as attorney fees, and that the plaintiff is entitled to a judgment against the defendant, Frank Proctor, for a total of said two sums, togetner with tne costs for this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from tne defendant, Frank Proctor, the sum of $275.44, together with the costs for this action, taxed at _____ dollars and _____ cents, all without relief from valuation or appraisement laws.



STATE EX REL LUTHER SYMONS )
VS ) # 13810 Order on Petition to Compromise and
CLAYTON BANK & TRUST COMPANY ) Settle Obligation of J.P. Witaker.

Comes now the receiver, Clement E. Kelley, herein, and files petition to compromise and settle obligation of J. P. Whitaker, which petition is in the words and figures following, to-wit:

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

HENDRICKS CIRCUIT COURT
MARCH TERM, 1935

STATE EX REL LUTHER SYMONS )
VS ) CAUSE NO. 13810
CLAYTON BANK & TRUST COMPANY )

PETITION TO COMPROMISE AND SETTLE OBLIGATION OF J. P. WHITAKER

Comes now the undersigned receiver and respectfully shows to the court that J. P. Whitaker is indebted to the Clayton Bank & Trust Company and this receiver in the principal sum of $900.00 as evidenced by his note, bearing date of November 1st, 1929; that said debtor is wholly insolvent and this receiver cannot realize anything from said debtor.

That at the time he gave said note to said Bank he endorsed and put up as collateral security a note of Angie Chambers in the sum of $284.00. That the said Angie Chambers is not forcibly good but through her relatives she can raise and pay to this receiver the sum of $75.00.

That in the opinion of the receiver he should be authorized to compromise and settle this indebtedness in the sum of $75.00, and he asks the court for authority to do so.

Clement E. Kelley
Receiver

Subscribed and sworn to before me this 5th day of April, 1935.

(SEAL)

Thelma Francis
Notary Public

My commission expires: January 15th, 1939.

And the Court having seen and examined said petition and being sufficiently advised in its premises, now approves the same and endorses his approval thereon which is as follows:"4/5/35 Examined and approved. Settlement of collateral note authorized. A. J. Stevenson, Judge."

STATE EX REL LUTHER SYMONS )
VS ) # 13810
CLAYTON BANK & TRUST COMPANY)

Comes now the receiver, Clement E. Kelley, herein, and files his verified petition to compromise and settle obligation of Emory H. Little, which petition is in the words and figures following, to-wit:

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

HENDRICKS CIRCUIT COURT
MARCH TERM, 1935

STATE EX REL LUTHER SYMONS )
VS ) CAUSE NO. 13810
CLAYTON BANK & TRUST COMPANY)

PETITION TO COMPROMISE AND SETTLE OBLIGATION OF EMORY H. LITTLE

Comes now the undersigned receiver and respectfully shows to the court that Emory H. Little is indebted to the Clayton Bank & Trust Company and this receiver in the sum of $3600.00 in principal, as evidenced by his note for such amount made and delivered to the Clayton Bank & Trust Company in 1928. That said note is wholly unsecured and the debtor is the owner of 214 acres of land in Liberty Township, Hendricks County, Indiana, which is encumbered by a first mortgage in the sum of $14,000.00 and a second mortgage in the sum of $1800.00, which leaves no equity in said real estate for this receiver and his trust.

That by agreement with the debtor this receiver can obtain the sum of $180.90 in compromise and full settlement of this obligation.

Your receiver would further show to the court that pursuant to his obligation of liquidating his trust, he brought suit against the said Emory H. Little and obtained a judgment in the sum of, approximately, $4,000.00. That as a part of the consideration of this settlement the said debtor is asking that said judgment be released and satisfied.

That this receiver has made full investigation of this matter and in his opinion the compromise and settlement should be made and the judgment released.

WHEREFORE, the receiver prays authority to make settlement and compromise on the terms hereinbefore set out.

Clement E. Kelley
Receiver

Subscribed and sworn to before me this 5th day of April, 1935.

(SEAL)

Thelma Francis
Notary Public

My commission expires: January 15th, 1939.

And the Court having seen and examined said petition and being sufficiently advised in its premises, now approves the same and endorses his approval thereon, which is as follows: "4/5/35 Examined & approved. Compromise settlement authorized as petitioned for. A. J. Stevenson, Judge."

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

Comes now the receiver, Clement E. Kelley, herein, and files his verified petition asking for authority to compromise debt of Charles Simmons in favor of the Clayton Bank & Trust Company, which petition is in the words and figures following, to-wit: (H.I.).

And the Court having seen and examined said petition and being sufficiently advised in its premises, now approves the said petition and authorizes compromise as petitioned for.

IN THE MATTER OF THE VOLUNTARY LIQUIDATION )
OF THE DANVILLE TRUST COMPANY, OF DANVILLE, ) # 14336
INDIANA. )

Comes now William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, by counsel, and file their verified amended petition for authority to adjust mortgage debt, which amended petition is in the words and figures following, to-wit: (H.I.).





STATE OF INDIANA, IN THE HENDRICKS CIRCUIT COURT,
HENDRICKS COUNTY, SS: MARCH TERM, 1935.
IN THE MATTER OF THE VOLUNTARY
LIQUIDATION OF THE DANVILLE No. 14336
TRUST COMPANY, OF DANVILLE, PETITION TO SCALE DOWN A DEBT
INDIANA. IN OBLIGATION:

Come William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, now in Voluntary Liquidation in the Hendricks Circuit Court, and for an amended petition herein respectfully shows to the court:

That among the assets of said Trust Company coming into the hands of these Liquidating Agents is a certain mortgage upon the following described real estate in Hendricks County, Indiana, to-wit:-

A part of the Southwest quarter off Section 17, Township 15 North, Range 1 West and a parf of the Southeast quarter of Section 18, Township 15 North, Range 1 West, described as follows, to-wit:-Beginning at the Southwest corner of said Section 17 and running thence North on Section line 88,1/2 rods; thence West at right angles with said Section line 25,3/10 rods; thence North to Section bearing 38 rods; thence East 105,3/10 rods; thence South 45 rods and 11 links; thence East 31 rods; thence South 84,3/4 rods to Section line on the South side; Thence West to the place of beginning, except 10 acres described as follows, to-wit:-Commencing 49rods West of the Southeast corner of the Southwest quarter of Section 17, Township 15 North, Range 1 West; thence West on Section line 26,1/2 rods; thence North 60,2/3 rods; thence East 26,1/2 rods; thence South to the place of beginning, estimated to contain 10 acres, more or less, and containing exclusive of said exception herein stated 74 acres, more or less; also a part of the Southeast quarter of the Southeast quarter of Section 18, Township 15 North, Range 1 West, and bounded as follows, to-wit:-Beginning at the Southeast corner of said quarter quarter and running thence West 40 rods to the Southeast corner of a certain 9 acre tract of land as conveyed to E. Lamb by Oscar N. Stanley and wife November 5th, 1901; thence Northwest with the line of the said Lamb tract of land North 23 degrees West 47 rods and 6 links to the South line of the lands owned by Mill Creek Monthly Meeting of Friends; thence East 164 links to the Southeast corner of said last referred to tract; thence North 13,1/2 degrees West 283 links; thence North 8,82/100 rods, both of said last two lines being the East line of the lands owned by Mill Creek Monthly Meeting of Friends; thence East 54,47/100 rods to the East line of said quarter quarter; thence South to the Southeast corner thereof, estimated to contain 20 acres, more or less.

That said mortgage was executed by one Smythie H. Haworth, unmarried, on the 14th day of April, 1928, to secure a debt and obligation in favor of said Trust Company for $3600.oo, due April 14th, 1933; that said mortgage was duly acknowledged by the mortgagor on April 14th, 1928, filed for record in the Recorder's Office of Hendricks County, Indiana, on April 14th, 1928, at 4:20 o'clock P.M. and duly recorded in Mortgage Record 86 page 465-6 of the records of said office.

Petitioners further say, and allege, that the debt secured by said mortgage is long over due and more than $4000.oo remains thereon unpaid, of principal and interest; that the real estate covered by said mortgage is insufficient in value to pay and discharge said debt and the mortgagor wholly insolvent, unable to pay her debt; that she has made Application to The Federal Land Bank of Louisville for a loan, offering the above described real estate as security; that it now appears that after all necessary expenses and charges in connection with such loan have been deducted from the amount she has been promised as a loan there will remain to apply on the debt due The Danville Trust Company the sum and amount of $2307.02; that these petitioners have thoroughly investigated the financial affairs of the mortgageor, and the value of her property holdings, and are of the opinion that it will be for the best interests of said Trust Company to take and accept said amount in full payment and satisfaction of its debt due from said mortgagor and satisfy its said mortgage of record; that it further appears that said amount of $2307.02 will not be paid in cash but bonds of the Federal Farm Mortgage Corporation will be offered instead, and they ask for authority to take and accept said bonds in payment of said debt instead of the cash.

WHEREFORE, petitioners pray the court for an order authorizing them, in behalf of The Danville Trust Company, to take and accept the said sum of $2307.02 in full payment of the debt and obligation due said Trust Company from the said Smythie H. Haworth, now Butler, and secured by the mortgage herein referred to, and that they be authorized and empowered to take and accept bonds of the Feberal Farm Mortgage Corporation instead of the cash for said debt, and they ask for all proper relief in the premises.

W. F. Franklin
Charles Z. Cook,
Liquidating Agents

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Be it remembered, that on this 5th day of April, 1935, before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, of Danville, Indiana, to me personally known to be such Liquidating Agents, and, each for himself swears that the foregoing is a true and correct statement of the facts in connection with the debt and obligation referred to in said petition, and the value of said security, as each is informed and verily believes, so help him God.

William F. Franklin
Charles Z Cook

Subscribed and sworn to before me this 5th day of April, 1935.

(SEAL)

My Com. Exp. Jan. 3rd, 1939. Zimri E. Dougan,
Notary Public

And the Court having seen and examined said amended petition and being duly advised in its premises, now approves the same and endorses his approval thereon, which is as follows: "April 5th. 1935. examined and approved in open court. Liquidating Agents Authorized to accept the within mentioned sum and amount in full satisfaction of the debt referred to in within petition, and accept bonds instead of cash in payment thereof. A. J. Stevenson, Judge of the Hendricks Circuit 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, April 6th, 1935.

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

WILLIAM L. CHAVERS )
VS ) # 13654
INDIANAPOLIS STREET )
RAILWAY COMPANY )

Comes now the plaintiff, by counsel, and files motion to reconsider ruling on plea in abatement, which motion is in the words and figures following, to-wit: (H.I.).

JOHNATHAN RIGDON )
VS ) # 14137 Judgt. vs Pltf. for Costs.
EVERETT FONNER ) J. D. 17, Page 9.

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, at the plaintiff, Johnathan Rigdon, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GEORGE W. McHAFFIE, ET AL. )
VS ) # 14235
LEONA GREER, ET AL. )

Comes now the commissioner, by counsel, and files report of financial distribution, 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 commissioner is discharged from his bond and trust herein.

THE INDIANA NATIONAL BANK )
VS ) # 14358
FRANK L. BRADEN, ET AL. )

Come now the defendants, Gramme and Cooling, by counsel, and file motion for permission to amend second paragraph of answer by inter lineation, 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, permission is granted, and said second paragraph of answer is amended.

Comes also the defendant, Albert C. Medcalf, Jr., by counsel, and files motion for permission to amend second paragraph of answer by inter lineation, 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, permission is granted, and said second paragraph of answer is amended.

STATE OF INDIANA )
VS ) # 7533
FOREST PRICHARD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the defendant, Forest Prichard, in his own proper person, and this cause is submitted to the Court for trial, finding and decree without the intervention of a jury, the defendant having waived the right to jury.

And the Court having heard all of the evidence in this cause, the same is now taken under advisement, until Monday, April 8th, 1935.

STATE OF INDIANA )
VS ) # 7486
JOHN A. YOUNG )

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and it appearing to the Court that the defendant, John A. Young, has failed to comply with the order of the Court, warrant is now ordered issued to the Sheriff of Hendricks County, Indiana, for the arrest of said defendant.

MALISA WARD, ET AL )
VS ) # 14524 ORDER APPROVING PARTITION SALE TO OTTO
ELMER COX ) LOW AND LILLY LOW, HUSBAND AND WIFE.

Comes now the parties, and comes also Elmer Cox, the commissioner heretofore appointed, and files his 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, and having the same duly appraised, as required by the order of the court, authorizing said sale, said commissioner sold the same at private sale to Otto Low and Lilly Low, husband and wife for the sum of three thousand dollars, ($3000.00). That being the highest and best bid received and more than the appraised value thereof. And the court being sufficiently advised in the premises, now in all things approves said report and ratifies and confirms said sale; and the commissioner is ordered to execute to said purchaser a Deed for said real estate, and to take from said purchaser the cash purchase price for said real estate. And now said commissioner reports such Deed, and the same being examined by the court, is approved by the court, and ordered delivered to said purchaser, who will concurrently there with deliver to the said commissioner the sum of three thousand dollars, the purchase price of said real estate.

And the court, upon proof heard, now allows said commissioner for his services the sum of $175.00 and allows John A. Kendall for his services as counsel in said partition suit the sum of $175.00.

The Court further orders and directs said commissioner after paying all proper cost and allowances to distribute the cash proceeds of such sale as according to their respective interest to all the heirs, 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 until further report by said commissioner.



INDIANA ROAD PAVING COMPANY )
VS ) # 14539. ORDER APPOINTING RECEIVER
JAMES F. SMITH, ET AL. )

Comes now cross-complainant and files its application for appointment of Receiver, which is in the words and figures following, to-wit: (Here Insert)

Come also James F. Smith, Bertha E. Smith and Anderson Prebster, by Harney F. Semones, their attorney, and the Court having considered said application for a Receiver, being duly advised in the premises, finds that the allegations of the cross-complainant's application for receiver are true and that said real estate is not occupied by the cross-defendants who hold the legal title to said real estate, but that said real estate is rented to the cross-defendant, Elmer Smith, and that said real estate is rented to the cross-defendant, Elmer Smith, and that the rents are not being applied to the payment of taxes, or to the payment of interest or principal on cross-complainant's indebtedness and that a Receiver should be appointed as prayed for in said application.

It is therefore ORDERED, ADJUDGED AND DECREED:

That John Taylor, of Danville, Indiana, be appointed Receiver of the following described real estate in Hendricks County, State of Indiana, to-wit:-

A part of the South West quarter of the North West quarter of Section 11, in Township 16 North, Range 1 East, and described as follows, to-wit: Beginning at a point on the North side of the Indianapolis and Crawfordsville State Board, which point is 297 feet North 68 degrees West of the South West corner of Lot Number 2, in Block Number 1 of the Original Plat of the town of Brownsburg, Indiana; and running thence North West 210 feet to a point 309 feet North 68 degrees West of the North West corner of the aforesaid Lot 2; thence North 68 degrees West 229 feet; thence South-East 210 feet to a point 536 feet North 68 degrees West of the Southwest corner of the aforesaid Lot 2; thence South 68 degrees East 239 feet to the place of beginning, estimated to be 1,1/10 acres, more or less.

That said Receiver is authorized to take custody of said real estate and secure the application of the rents and profits accruing therefrom before sale can be had, and that said Receiver is further authorized to protect and preserve during the time allowed for redemption said real estate or interest therein, which may be sold by virtue of this foreclosure proceeding.

That said Receiver is authorized to rent said real estate to the best possible advantages of his trust and to collect and hold all rents and profits received therefrom during his receivership and account for the same to this Court on termination of said receivership. Provided, however, that said Receiver is hereby authorized without special order of this Court to expend from the moneys received such amounts as may be necessary for the payment of taxes thereon and for the maintainence of insurance to protect the legal owner and mortgage lien holders, purchaser at foreclosure sale according to their respective rights of priority.

Said Receiver shall file bond with sufficient surety to be approved by this Court for the faithful performance of his duties as such Receiver in the sum of Four Hundred and no/100 ($400.00) Dollars.

Comes now John C. Taylor heretofore appointed receiver in this cause, and files his bond with security as provided by the Court together with its oath of office as such receiver, which said bond is by the court examined and approved and said bond and oath of said receiver are in words and figures following, to-wit: (Here Insert).

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 8th, 1935.

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

STATE OF INDIANA )
VS ) # 7533
FOREST PRICHARD )

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 having heretofore heard the evidence in this cause and now being duly advised, finds for the defendant, Forest Prichard.

It is, therefore, now adjudged and decreed by the Court that the defendant, Forest Prichard, go aquit.

CONRAD REIBE )
VS ) # 14520
L. PARK THORNBURG )

Come now the parties, in person and by counsel, and the defendant files request for special finding of fact 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 submitted to the Court for trial, finding and decree without the intervention of a jury.

The plaintiff files second amended complaint, which second amended complaint is in the words and figures following, to-wit: (H.I.). And now the defendant refiles answer to second amended complaint, which answer is in the words and figures following, to-wit: (H.I.).

And now this cause is submitted to the Court for trial, and the Court having heard all of the evidence in this cause, this cause is now taken under advisement.

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

A. J. Stevenson, Judge.

Tuesday, April 9th, 1935, and the 32nd day of the March Term, 1935.

Tuesday Morning, April 9th, 1935.

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, April 10th, 1935, and the 33rd day of the March Term, 1935.

Wednesday Morning, April 10th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, April 11th, 1935.

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

BOYD M. RALSTON, RECEIVER OF )
FARMERS TRUST COMPANY, OF )
INDIANAPOLIS, INDIANA )
VS ) Cause No. 13611 ENTRY AND CITATION TO DEFENDANT
JAY S. MILLER, ET AL. ) EMMA MILES THOMAS

Comes now Boyd M. Ralston, Receiver of Farmers Trust Company, as holder of the Sheriff's deed of conveyance of the real estate in Hendricks County, Indiana, described in the decree of foreclosure made and entered in this cause at the May Term, 1933, bearing date the 1st day of September, 1934, and recorded in the office of the Recorder of Hendricks County, Indiana, in Deed Record Book No. 142 at page 275 thereof, and files herein his verified petition for an order for a writ of assistance commanding the Sheriff of said Hendricks County to remove one Emma Miles Thomas, and all her property and effects, from the real estate and premises described in said deed of conveyance, and to put him the said petitioner, as the holder of such deed, in the full and quiet possession thereof, which said petition so now filed is in the words and figures following (H.I.); and the court having seen and examined said petition and being sufficiently advised now orders that the above entitled cause be redocketed for the purposes of said petition and for hearing thereon; and on motion of counsel for said petitioner it is further ordered by the court that said petition is set for hearing in this court, at the Circuit Court Room in the court house in Danville, Indiana, at the hour of 9 o'clock A.M., on Thurs. the 18 day of April, 1935, and that a copy of this order duly certified under the hand of the Clerk and the Seal of this Court be served by the Sheriff of this County upon said Emma Miles Thomas not less than 5 days before the date set for said hearing, either by reading or by a copy thereof left at her last and usual place of residence, which shall be deemed sufficient notice to her of the filing and pendency of said petition and that the same will be heard at said time and place and that unless she appears at said hearing and shows cause, if any such she has, why said petition and the prayer thereof should not be granted the same will be granted and a writ of assistance issued by this court as therein prayed; and time is given accordingly.

All of which is ordered and adjudged by the court this 11 day of April, 1935.

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 12th, 1935.

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

MARY MARGARET RYAN )
Plaintiff, )
VS. ) CAUSE NO. 14227
RUTH ALEXANDER, ) (This entry is of April 13th, 1935.)
HELEN ALEXANDER, and ) ORDER DISMISSING CASE Judgt. vs Pltf. for Costs.
SAMUEL J. ALEXANDER, ) J. D. 17, Page 10.
Defendants. )

Comes now Mary Margaret Ryan, by her attorney of record herein, and files herein her written withdrawal of the complaint herein and her motion to dismiss this cause, which withdrawal of complaint and motion to dismiss are in the words and figures following, to-wit:

(H.I.)

And thereupon it is by the Court ORDERED that the complaint herein be withdrawn and this case be, and it is hereby, dismissed; and the costs herein are assessed against the plaintiff.

Entered this 13th day of April, 1935.

CLEMENT E. KELLEY, REC. )
VS ) # 14546
FRANK BEADLE, ET AL. )

Come now the defendants, W. Benton Newlin and Charles E. Shields, by counsel, and file separate and several demurrers to complaint, which demurrers are in the words and figures following, to-wit: (H.I.). Come also the defendants, Frank Beadle, Leslie Beadle and Amos L. Mitchell, by counsel, and file joint and several demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.).

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

Saturday Morning, April 13th, 1935.

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

LELA A. ROARK )
VS ) # 14469
OWEN E. ROARK )

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

CLEMENT E. KELLEY, REC.)
VS ) # 14546
FRANK BEADLE, ET AL. )

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

JAMES WENDELL PRATT )
VS ) # 14405
VIRGINIA LUCILE PRATT ) ENTRY

Comes now the petitioner and files and presents to the Court her verified petition asking that the Court order a forthwith citation for James Wendell Pratt, which said petition is in the words and figures as follows: (H.I.)

And the Court having seen and examined said petition and being duly advised in the premises now finds that a hearing should be had on said petition and that a forthwith citation should be issued for said James Wendell Pratt.

It is therefore ordered, adjudged and decreed by the Court that a forthwith citation should be, and the same is hereby, ordered issued against the said James Wendell Pratt requiring him to appear at once before the Judge of this Court and show cause, if any he has, why he should not be punished for contempt, and the Clerk of this Court is ordered to carry out the orders of this Court and issue a notice to the Sheriff directing said Sheriff to bring forthwith the person of James Wendell Pratt to appear before the Judge of the Hendricks Circuit Court, on Thursday, April 18, 1935, at 9 A.M.

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

FLOSSIE B. GRIBBIN )
VS ) # 14496
WILLARD H. HAYES )

Comes now the commissioner, by counsel, and files his financial 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.

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



VECHIL HOGAN, suing by his)
next friend, JESSE HOGAN, )
vs. ) No. 14530 Judgt. vs Deft. for $700.00 & Costs.
THE INDIANAPOLIS UNION ) E N T R Y J. D. 17, Page 9.
RAILWAY COMPANY )

On this 13th day of April, 1935, comes now Vechil Hogan, plaintiff in the above entitled action and Jesse Hogan, his father and next friend, both in person and by their attorney of record herein and comes also the defendant The Indianapolis Union Railway Company by its attorneys of record herein, and this cause being at issue on plaintiff's complaint and the defendant's answer in general denial thereof is now, by agreement of parties, submitted to the Court, without the intervention of a jury, for trial, finding and judgment.

And the Court having heard the evidence adduced and being sufficiently advised in the premises finds for the plaintiff and against the defendant and that the plaintiff should recover herein the sum of $700.00.

It is therefore by the Court ORDERED, ADJUDGED and DECREED that the plaintiff, Vechil Hogan, have and recover of and from the defendant, The Indianapolis Union Railway Company, the sum of $700.00 together with his costs herein.

MALISA WARD, ET AL. )
VS ) # 14524 Order approving sale to
ELMER COX ) Thurman Loudermilk.

Comes now the parties, and comes also Elmer Cox, the commissioner heretofore appointed, and files his amended report of the sale of real estate in this proceeding ordered sold, which report reads as follows: From which it appears and the Court so finds that the description of the real estate containing 19.90 acres more or less was erroneously described in the original Order, and that in the amended report, the correct description is given. It further appears and the court so finds, that after giving notice of the sale of said real estate and having the same duly appraised, as required by the order of the court, authorizing such sale, said commissioner sold the same at private sale to Thurman Loudermilk, for the sum of $900.00. That being the highest and best bid received and more than the appraised value thereof. And the court being sufficiently advised in the premises, now in all things approves said report and ratifies and confirms said sale; and the commissioner is ordered to execute to said purchaser a Deed for said real estate and to take from said purchaser the cash purchase price for said real estate. And now said commissioner reports such Deed and the same being examined by the Court, is now approved by the Court and ordered delivered to said purchaser, who concurrently therewith delivers to said Commissioner the sum of $900.00, the purchase price of said real estate.

From evidence heard it appears to the court that there are other parcels of real estate to be sold in this proceeding now pending in said court, and it is therefore continued for further report of the commissioner.

STATE OF INDIANA )
VS ) # 7557
BEN H. THOMAS )

Comes now the State of Indiana, by John A. Kendall, prosecuting

attorney, and comes also the defendant, Ben H. Thomas, in his own proper person and by counsel, who being duly arraigned in open Court for his plea says that he is not guilty of issuing a check without sufficient funds in bank.

The Court fixes the defendant's bond in the sum of $1000.00.

And now at the request of said defendant, the Court appoints A. J. Kahl, attorney, to represent the defendant as a poor person.

STATE OF INDIANA )
VS ) # 7562
WALTER COX )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of public intoxication.

And now the Court releases said defendant, Walter Cox, to Milburn Scamahorn, Probation Officer, and this cause is taken 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 15th, 1935.

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

HARRY STEINSBERGER )
VS ) # 14481 Judgt. vs Deft. for $79.67 & Costs.
JAMES MONROE ) J. D. 17, Page 10.

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 note sued upon the sum of $79.67, and that the plaintiff is entitled to a personal judgment against the defendant, James Monroe, for said amount, 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, James Monroe, the sum of $79.67, together with the costs for 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, April 16th, 1935.

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

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

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

CHARLES MILLER, ET AL. )
VS ) # 14566
MARY McCLAIN, ET AL. )

Comes now the plaintiff, by counsel, and files affidavit of non-residence of Lydia M. Kendall, 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-resident notice issued, making the same returnable June 10th, 1935.

MAY I. PHILLIPS )
VS ) # 14519 DIVORCE DECREE: Judgt. vs Pltf. for Costs.
LESLIE V. PHILLIPS ) J. D. 17, Page 10.

Comes now the plaintiff May I. Phillips, by counsel, and it appearing to the satisfaction of the Court by the summons and the sheriff's return thereon, which are as follows, (H.I.) That the defendant has been duly served with process for more than ten days before the return date endorsed on said 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 duly advised in the premises, finds for the plaintiff and that she is entitled to a decree of divorce on the grounds stated in her complaint. The Court further finds that the plaintiff is entitled to have her maiden name restored to her, which was May I. Minnich.

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

That the plaintiff's maiden name of May I. Minnich be restored to her; And that said plaintiff pay the costs of this action, which she now pays.

SARAH ANDREW )
VS )# 14333
GEORGE T. PRICE )
THOMAS A. PRICE )

TO THE CLERK OF THE HENDRICKS
CIRCUIT COURT, HENDRICKS
COUNTY, STATE OF INDIANA:

You are hereby directed to prepare a transcript of the record for an



appeal to the Appellate Court of Indiana, in Cause numbered 14333, in the Circuit Court of said County of Hendricks, State of Indiana, entitled Sarah Andrew vs. George T. Price and Thomas A. Price, in which final judgment was rendered on March 25", 1935, and to include therein the following:

A transcript of the entire record except the evidence in the cause.

GEORGE T. PRICE,
THOMAS A. PRICE,

BY MILLER & MILLER,
of Brazil, Indiana,

AND Louis B Ewbank,
Of Indianapolis, Indiana,

Their Attorneys.

CLARA A. DOOLITTLE, )
BESSIE HARLAN GREGORY, )
VS ) # 14498 DECREE APPOINTING GUARDIAN AD LITEM.
FRANCES L. BENJAMIN, ET AL. )

Come now the parties in person and by counsel, and it having been suggested to the court that the defendants, Albert Marion Benjamin and Robert Louis Benjamin, are both minors, the court now appoints Edgar M. Blessing, as guardian ad litem for said minors.

And comes now said Edgar M. Blessing in open court and accepts said appointment, and files answer, which answer is in the words and figures as follows, 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, April 17th, 1935.

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

CLARA A. DOOLITTLE, )
BESSIE HARLAN GREGORY, )
VS ) # 14498
FRANCES L. BENJAMIN, ET AL.)

Judgt. vs Pltf., Bessie Harlan Gregory, for Costs.
J. D. 17, Page 11.

DECREE.

Come now the parties in person and by counsel, and the issues in this cause having heretofore been joined, the same is now submitted to the court for trial, without the intervention of a jury, a jury, by agreement of all the parties being waived.

And the court having heard the evidence, and argument of counsel, and being fully advised in the premises, finds for the defendants, and against the plaintiffs.

The court further finds that the instrument bearing date of February 14, 1934, and which was offered for probate on March 19th, 1934, in the Probate Court of Marion County, Indiana, as the last will and testament of Adeline C. Wright, deceased, is the legal and valid last will and testament of said Adeline C. Wright, and that the same should be probated as her last will and testament.

The court further finds that at the time of the death of said Adeline C. Wright, she was a resident of the City of Indianapolis, Marion County, Indiana, and was the owner of real estate and personal property situated therein.

The court further finds that at the time of the execution of the last will and testament of said Adeline C. Wright, she was a person of sound and disposing mind and memory; that she was more than 21 years of age; that she never married after the execution of said will; that no children were born to her subsequent to the execution thereof, and that said will was properly executed and witnessed with all the formalities required by law.

IT IS, THEREFORE, hereby ordered, adjudged and decreed by the court that the instrument in writing, bearing date of February 14th, 1934, and which was offered for probate, in the Probate Court of Marion County, Indiana, on March 19th, 1934, as the last will and testament of said Adeline C. Wright, deceased, is the legal and valid last will and testament of said Adeline C. Wright, and that the same should be probated as her last will and testament.

It is hereby further ordered, adjudged and decreed by the court that the costs of this proceedings should be, and the same are, by agreement of the parties, assessed against the plaintiff, Bessie Harlan Gregory.

All of which is hereby 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, April 18th, 1935.

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

MARIETTA MANUFACTURING CO. )
INDIANAPOLIS CASTING CO. )
VS ) # 14357
CHICAGO, INDIANAPOLIS & )
LOUISVILLE RLWY. CO. )
THE NEW YORK, CHICAGO & )
ST. LOUIS RAILROAD CO. )

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

ROBERT E. REEL )
VS ) # 14402
CLAUDE R. KINDER, ET AL.)

Comes now the defendant, E. S. Waymire, 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.).

BOYD M. RALSTON, RECEIVER OF )
FARMERS TRUST COMPANY, OF )
INDIANAPOLIS, INDIANA )
VS ) # 13611 Order--Writ of Assistance Etc.
JAY S. MILLER, ET AL. )

Comes again Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, plaintiff and petitioner in the above entitled cause, in person and by his attorneys, and it now being made to appear to the satisfaction of the court by the return of the Sheriff of this county endorsed thereon, that the defendant and respondent Emma Miles Thomas was duly served by said Sheriff with a certified copy of the order made and entered by the court in this cause on the 11th day of April, 1935, notifying her of the filing and pendency of the petition of said plaintiff for the issuance of a writ of assistance herein, by personal reading of said order to her more than five days before this date, and otherwise in conformity to the terms of said order, which certified copy of said order and the said return of said Sheriff endorsed thereon are now filed herein and are respectively in the words and figures following (H.I.), and comes also said Emma Miles Thomas by Edgar M. Blessing, her attorney, and said petition having come on to be heard at the time and place fixed therefor in said order, and the court having heard evidence and being sufficiently advised now finds the allegations of said petition true and that said petitioner is entitled to the issuance of a writ of assistance as prayed by him in his said petition; and in consideration thereof, and as and for such writ of assistance, it is now adjudged and decreed by the court that the Sheriff of Hendricks County, Indiana, be and he is hereby ordered and directed on May 1st, 1935, and upon issuance to him of a copy of this order duly certified under the hand of the Clerk and the Seal of this court, to remove the respondent

Emma Miles Thomas, and all her property and effects, from the following described real estate and premises in Hendricks County, Indiana, to-wit:

Part of Section one (1), Township fourteen (14) North, Range one (1) West, described as follows: Beginning at a point on the center line of said Section, 79 rods West, of the center of said Section, running thence East on said half Section line 132 feet, thence South 562 feet, more or less, to the National or Cumberland Road, Thence Southwest along the North line of said Road 286 feet, thence North 720 feet, more or less, to the point of beginning, containing two (2) acres more or less.

and that he thereupon put the said petitioner Boyd M. Ralston, Receiver of Farmers Trust Company, of Indianapolis, Indiana, into the full and quiet possession thereof; and the said Sheriff is ordered thereupon to make due return of his compliance with the terms of this order to the Clerk of this court; and it is ordered that he, the said sheriff, fail not therein.

All of which is ordered, adjudged and decreed by the court this 18th day of April, 1935.

THE NORTHWESTERN MUTUAL LIFE )
INSURANCE COMPANY, )
vs. ) NO. 14502 E N T R Y
LOU STANLEY, ET AL. )

Comes now Vernon Nichols, Receiver herein, and files herein his petition asking approval by this Court of written agreement entered into between such Receiver and John Stanley relative to a crop of rye now under cultivation by said John Stanley on twenty acres of the mortgaged premises and the relinquishment by John Stanley of all right to use or occupy any of the mortgaged premises after said growing crop of rye shall have been harvested in the year 1935, which petition, including a triplicate original of said agreement, reads as follows:

(H.I.)

And the Court having examined said petition, including said agreement, finds that said petition should be granted and said agreement should be approved.

It is therefore by the Court ORDERED that said petition of the said Receiver be, and the same hereby is granted and said written agreement, dated April 13, 1935 and executed by John Stanley and Vernon Nichols, Receiver, is hereby approved, and the Court now notes its approval on the triplicate originals of said agreement.

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 19th, 1935.

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

STATE OF INDIANA )
VS ) # 7349
RUTH NEFF )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7351
VERN BRATTON )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7361
EDNA HEAD, ET AL. )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7370
CLEO RIGGEN )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7371
HENRY LYNCH )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
V S ) # 7372
FRED OLVEY )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7376
ROBERT WITHERS )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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

STATE OF INDIANA )
VS ) # 7557
BEN H. THOMAS )

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 seen and examined said motion and being duly advised in its premises, does now sustain the same.

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





STATE OF INDIANA )
VS ) # 7559
CHARLEY DUNCAN )

Comes now R. J. Dean, Attorney, herein, and withdraws his appearance for the defendant, Charley Duncan.

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

C. J. Stevenson, Judge.

Saturday Morning, April 20th, 1935.

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

THE UNION CENTRAL LIFE )
INSURANCE COMPANY, OF )
CINCINNATI, OHIO. )
VS ) # 14552
GEORGE E. MERCER, ET AL. )

Comes now the defendant, American Telephone and Telegraph Company of Indiana, by counsel, and files answer and cross-petition, which answer and cross-petition is in the words and figures following, to-wit: (H.I.).

JAMES TOWNSEND )
VS ) # 14531
GRAYHOUND LINES )
INCORPORATED. )

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

MARIETTA MANUFACTURING )
COMPANY. )
INDIANAPOLIS CASTING )
COMPANY. )
VS ) # 14357
CHICAGO, INDIANAPOLIS & )
LOUISVILLE RLWY. CO. )
THE N.Y., CHICAGO & )
ST. LOUIS RAILROAD CO. )

Comes now the defendant, Chicago, Indianapolis & Louisville Railway Company, by counsel, and files motion to stay proceedings, which motion is in the words and figures following, to-wit: (H.I.).

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
REPAIRING, STRAIGHTENING, BUILD-) # 14456
ING TILE AND COVERING THE )
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP. )

Come now Henry Zerr, Joseph W. Moore, Jerry M. Solmon, Dora M. York, Cora A. Turpin, Margaret Corliss, George E. Davis, Helen Hufford, George Henning, Malady K. Wynn, Ethel Carrie & Boyd Free Warner, by counsel, and each files separate and individual remonstrance to the report of Surveyor and Viewers in the above entitled action, which remonstrances are 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, April 22nd, 1935.

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

THE UNION CENTRAL LIFE )
INSURANCE COMPANY OF )
CINCINNATI, OHIO. )
VS ) # 14552
GEORGE E. MERCER, ET AL. )

Comes now the plaintiff, by counsel, and the defendants are ruled to answer on or before May 6th, 1935.

STATE OF INDIANA EX REL. )
LUTHER F. SYMONS, BANK )
COMMISSIONER OF INDIANA )
VS. ) # 12421 ORDER DIRECTING RECEIVER TO MAKE
CITIZENS STATE BANK, ) SETTLEMENT OF NOTE #22890
PLAINFIELD, INDIANA. )

Comes now Horace L. Hanna, Receiver of Citizens State Bank, Plainfield, Indiana, and presents a report of sale and petition asking for authority and an order to make settlement with Claud Wood for note #22890 executed by Claud Wood and Will E. Wood, and payable to the Citizens State Bank, Plainfield, Indiana, and upon which note there is now due in principal the sum of $320.00, and which report and petition is in the following words and figures, to-wit: (Here Insert).

And the court upon examining said report and petition, and being duly advised in the premises, finds that the allegations therein set forth are true and that in the best interests of said trust said Receiver should be authorized and directed to make settlement of said note as in his petition set forth, and that the actions of said Receiver in said proposed sale of notes and judgement should be approved.

It is therefore now ordered by the court that said Receiver is authorized and directed to make settlement of note #22890 signed by Claud Wood and Will E. Wood, for the sum of $25.00, and upon the receipt of said $25.00 from said Claud Wood to surrender to him said note, said Receiver to make due report of this collection of this note in his final report, and that said Receiver's actions in reference to sale reported by him is approved.

STATE OF INDIANA EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER OF INDIANA. )
VS ) # 12421 ORDER DIRECTING RECEIVER TO
CITIZENS STATE BANK, ) RELEASE JUDGEMENT AGAINST
PLAINFIELD, INDIANA. ) JOHN L. PRICE AND HENRY PRICE.

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and files his petition asking the court for an order to release judgement against John L. Price and Henry Price, 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 it is to the best interests of said trust that said Receiver be authorized and direced to release said judgement upon the payment to him of $100.00.

It is therefore ordered by the court that said Receiver executed a release of said judgement rendered against said John L. Price and Henry Price on November 16, 1929, in Cause No. 12,784, all as shown in Order Book 78 at page 557 in the Clerk's office of this court.

And now said Receiver reports to the court that he has received said $100.00 and has executed a release of said judgement. And the court upon examined said release, approves and confirms the same and said sum of $100.00 received by said Receiver is in full payment, compromise and settlement of said judgement, and a discharge thereof.

STATE OF INDIANA EX REL )
LUTHER F. SYMONS, BANK )
COMMISSIONER OF INDIANA )
VS. ) # 12421 ORDER TO PAY CERTAIN CLAIMS AS
CITIZENS STATE BANK, ) PREFERRED.
PLAINFIELD, INDIANA. )

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and files his duly verified petition setting forth certain claims as preferred claims against the Fourth Liberty Loan account in said bank, and also showing therein certain Liberty Loan coupons which were found among the papers of said bank which are shown to be preferred claims against said bank, and also certain currency that had been found in said bank which had not been formally charged to said Receiver, and asking for an order to pay said claims as preferred claims and that he be chargeable with the addisional amount of the currency and coupons deposited by him, and which petition is in the following words and figures, to-wit:

STATE OF INDIANA )
SS:
COUNTY OF HENDRICKS )

IN THE HENDRICKS CIRCUIT COURT
MARCH TERM, 1935.
No.12,421

STATE OF INDIANA EX REL.
LUTHER F. SYMONS, BANK
COMMISSIONER OF INDIANA.
VS.
CITIZENS STATE BANK,
PLAINFIELD, INDIANA.

PETITION OF RECEIVER TO PAY CERTAIN CLAIMS AS PREFERRED CLAIMS.

Horace L. Hanna, the duly appointed, qualified and acting Receiver of the Citizens State Bank, Plainfield, Indiana, in the above entitled cause, reports to the court that among the demand deposits listed is an account under the name of "Fourth Liberty Loan Bonds", and the balance due on said account as shown on the ledger of said bank is $111.50. That from said ledger it was impossible to tell who this balance was payable to. That during the years 1918, 1919, 1920, 1921 and 1922 said bank took subscriptions for Fourth Liberty Loan bonds for the Government and payments were made to the bank to cover such subscriptions. That said subscriptions in the aggregate covered a sum in excess of $30,000.00. That the only record that this Receiver can find among the books of said

bank is a small loose leaf account book in which are entered certain names of subscribers to said bonds, and the payments made by the persons so listed. That in a study of this small account book this Receiver is of the opinion that the following named persons have paid certain sums for which they have never received bonds, and said sums respectively are due said persons from said bank from said account:

| | |
|---|---|
| F. N. Arnold | $16.00 |
| Roger Davis | $25.00 |
| Dora Holsclaw | $ 2.00 |
| W. H. Hack | $ 5.00 |
| Otis Kirtley | $32.50 |
| Minnie Ellen Pike | $10.00 |
| Total - - - | $90.50 |

That this Receiver has interviewed the former officers of the Citizens State Bank but is unable to get any additional information in reference to this account, and the above is the best evidence that this Receiver can obtain in reference to this account.

That this receiver is of the opinion that said money having been paid into the bank for a specific purpose that said money is a trust fund and should be paid to said persons, respectively, un full.

WHEREFORE he asks for an order authorizing and directing him to pay to said persons the full amount due them as shown above.

This Receiver further reports to the Court that on page 56 of Examiners Special Report of the Citizens State Bank, Plainfield, Indiana, signed by W. W. Rider and W. K. Frazier, special representatives, there was listed among other property the following: Anderson Franklin, 1 L. L. coupon, 1.06 F.& A.M.Lodge 1 L.L. coupon $2.12, and that in an envelope in a drawer of said bank there was found 2 coupons with the name J.S.Haworth for $2.12 the numbers on coupons corresponding to the numbers on bonds owned by said Haworth. That this Receiver deposited said coupons to Receiver's account, but this Receiver is of the opinion that said coupons would be a preferred claim against said bank, and he asks for an order directing him to pay said persons the amount of said coupons respectively, due to him.

This Receiver further reports to the court that there was found in a drawer of said bank an envelope containing one $20.00 bill, one $10.00 bill and four $1.00 bills. That this Receiver was unable to find owner of same, other than the Citizens State Bank. That he duly deposited said money in the Receiver's account.

That in a small envelope in a drawer in bank there was 15¢ in change marked "telephone money". That this Receiver deposited same to Receiver's account. That the above coupons and currency and telephone money was duly deposited on May 14, 1934.

That there was found in a drawer in said bank some mutilated currency and an old $10.00 bill. That this Receiver delivered same to the First National Bank and Trust Company and found that $10.12 of said amount was valid currency, which was duly credited to Receiver's account on May 29, 1934.

That this Receiver asks that he be chargeable with said additional funds as set forth above, with which he has not been formally charged.

IN WITNESS WHEREOF he hereunto subscribed his name this 22" day of April, 1935.

Horace L. Hanna
Receiver Citizens State Bank, Plainfield, Indiana.

Subscribed and sworn to before me this 22" day of April, 1935.

(SEAL)

Frank Tucker,
Clerk, Hendricks Circuit Court.



And the Court having examined said petition and being duly advised in the premises, finds that the allegations therein contained are true, and that said Receiver should be authorized and directed to pay to the several claimants set forth in said petition, the amount due them as shown in said petition.

The Court further finds that the Liberty Loan coupons deposited by said Receiver should be paid by said Receiver to the persons named in said petition as the owners thereof, respectively, in full.

The Court further finds that the deposits made by said Receiver on May 14, 1934 in the sum of $39.45 and the deposit made on May 29, 1934 for $10.12 are chargeable to the account of Receiver.

It is therefore now ordered by the Court that Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, is authorized and directed to pay to the following named persons for Fourth Liberty Loan payments on bonds, the sums specified, to-wit: F. N. Arnold, $16.00; Roger Davis, $25.00; Dora Holsclaw, $2.00; W. H. Hack $5.00; Otis Kirtley $32.50 and Minnie Ellen Pike $10.00, as a preferred claim against said bank.

It is further ordered by the Court that said Receiver is further authorized and directed to pay to the following persons the sums set opposite their names, to-wit: Anderson Franklin, 1 L.L. coupon $1.06; F.& A.M.Lodge, 1 L.L.coupon $2.12 and J. S. Haworth, 2 L.L.coupons $2.12, as a preferred claim against said Receivership.

That said Receiver is ordered to make due report in his final report as to additional monies chargeable to him as shown in said petition.

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
REPAIRING, STRAIGHTENING, BUILD-) # 14456
ING TILE AND COVERING THE )
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP. )

Comes now the Peoria and Eastern Railway Company, by counsel, and files remonstrance, which remonstrance 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.

_____, Judge.

Tuesday Morning, April 23rd, 1935.

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

THEODORE WHITEHEAD)
VS ) # 14371 Judgt. vs Pltf. for Costs.
LUTHER HESSONG ) J. D. 17, Page 11.

It appearing to the Court that this cause was set for trial, and the plaintiff failing to appear, said cause is now dismissed at the cost of the plaintiff.

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

WILLIAM F. KEARNS ET AL. )
VS ) No. 14516.
WILLIAM HART ET AL. )

Come now the plaintiffs by their attorney, Chas. V. Sears, and it appearing to the court, by the notice and proof of publication herein, which said notice and proof of publication are in words as follows, to-wit: (H. I.), that the defendants, Charles O'Leary, William Farrell and Zora E. Farrell, have been duly notified of the pendency of this action by three successive weekly publications in The Brownsburg Record, a weekly newspaper of general circulation, printed and published in the English language in the town of Brownsburg, Hendricks County, State of Indiana, the first of which publications was on the 8th day of February, 1935, the second on the 15th day of February and the last of said publications was on the 22nd day of February, 1935, and more than thirty days before the 1st day of April, 1935, same being the 25th judicial day of the March Term, 1935, of the Hendricks Circuit Court, and the return day endorsed on plaintiffs' complaint herein.

And now come the defendants, William Farrell, Zora E. Farrell, Beatrice Dugan, William Hart, Teresa Hart, Thomas Hart, Catharine Hart, Julia Lanahan, Genevieve Rogers, William Kenney, Delia Feeney, Mayme Quinn, Loretta Hart, John K. Lanahan, Lewis E. Rogers, Loretta Kenney, Timothy J. Feeney and Patrick Quinn, and each file answer entering their appearance herein, waiving the issue and service of summons herein and assesnting to the partition and sale of the real estate described in plaintiffs' complaint herein and hereinafter described, which said answers are in the words as follows, to-wit: (H. I.).

And now the defendant, Charles O'Leary, being three times loudly called in open court, by order of the court, comes not, but herein wholly makes default.

And now this cause being at issue on the default of said defendant, Charles O'Leary, the answer of the defendant, Robert Hart, heretofore filed, the answers of the other defendants named herein, the cross-complaint of the defendant, Josephine Hart, and the answer thereto by the cross-defendant, Robert Hart, is submitted to the court, without the intervention of a jury, for trial, finding and decree, and the court having heard the evidence and being duly advised in the premises finds for the



plaintiffs and that the allegations of plaintiffs' complaint are true, and that the plaintiffs, William F. Kearns, John Kearns and Catharine Kearns, and the defendants, William Hart, Teresa Hart, Thomas Hart, Catharine Hart, Julia Lanahan, Genevieve Rogers, Robert Hart, Beatrice Dugan, William Kenney, Delia Feeney, Mayme Quinn, William Farrell and Chalres O'Leary, are the owners as tenants in common of the following described real estate in Hendricks County, State of Indiana, to-wit:-

The North East quarter of the South East quarter of Section 6, Township 16 North of Range 2 East, containing 40 acres, more or less; Also,
The North West quarter of the South West quarter of Section 5, Township 16 North of Range 2 East, containing 40 acres, more or less;
Containing in both tracts 80 acres, more or less.

That each of said plaintiffs and defendants own an undivided one-sixteenth of said described real estate, and that they are entitled to have their said interests set off and assigned to them in severalty. And the court further finds that said described real estate can not be divided as aforesaid without great damage to the said 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. The court further finds that the defendant Josephine Hart by virtue of a judgment recovered in the Marion Superior Court of Marion County, Indiana, on the 14th day of October, 1933, against said defendant Robert Hart, a transcript of which judgment was filed and recorded in the Clerk's office of Hendricks County, Indiana, on the 13th day of March, 1935, holds a valid lien upon the interest as above found of the said defendant Robert Hart in and to said real estate, upon which lien there is due and unpaid of principal and interest the sum of $3274.00, and costs taxed at $_____, and that said lien should be transferred and made a lien on the proceeds from said sale belonging to said defendant Robert Hart.

It is therefore considered, adjudged and decreed by the court that the last named parties hereto are the owners of, and have interests, as above found and set forth, in and to said described real estate, or to any proceeds derived from its sale, and that said real estate is not susceptible of partition or division without damage to the said owners thereof. Wherefore it is further ordered and adjudged by the court 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 that the full appraised value thereof and upon the following terms and conditions: for all cash, and notice of the time, place and terms of such sale shall be given by one publication thereof in some weekly newspaper, printed and published in said Hendricks County, Indiana, which said publication shall be made at least ten days before the time fixed for such sale. And upon such sale being made and confirmed all claims or title in and to said real estate held by any of the said owners thereof, including the inchoate right or interest therein of the defendant Loretta Hart as the wife of the defendant William Hart, of the defendant John K. Lanahan as the husband of the defendant Julia Lanahan, of the defendant Lewis E. Rogers as the husband of the defendant Genevieve Rogers, of the defendant Loretta Kenney as the wife of the defendant William Kenney, of the defendant Timothy J. Keeney as the husband of the defendant Delia Feeney, of the defendant Patrick Quinn as the husband of the defendant Mayme Quinn, and of the defendant Zora E. Farrell as the wife of the defendant William Farrell, shall be as effectually barred as if said parties had themselves executed a conveyance thereof to the purchaser.

It is further ordered and adjudged by the court that upon such sale being made the said judgment lien of the defendant Josephine Hart upon the interest

of the defendant Robert Hart in and to said real estate, shall be transferred therefrom and attach to his proportion of the proceeds of such sale, and said real estate held by the purchaser thereof, freed and discharged from such lien.

And the court now appoints William F. Evans a commissioner thereof, to make sale of said described real estate in accordance with the foregoing order, and requires him to execute bond in the penalty of $5000.00, conditioned for the faithful discharge of his duties and with surety thereon to the approval of the court. And now comes said William F. Evans and accepts such trust and tenders his bond as such commissioner in the penalty and conditioned as aforesaid with American Surety Company of New York as surety thereon, which bond is now approved by the court, together with the approval thereon, reads as follows, to-wit: (H.I.) And 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 herein during the May Term, 1935, of this court.

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

Record read and signed in open court.

A. J. Stevenson, Judge.





Wednesday Morning, April 24th, 1935.

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

JOHN H. INGLE )
VS ) # 14555
FRANKLIN H. THOMPSON )

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.

CLARENCE E. JOHNSON)
VS ) # 13939
TRESSIE JOHNSON )

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

LOUISE SULLIVAN )
VS ) CAUSE # 14350
FRANK SULLIVAN ) RULE TO SHOW CAUSE

Comes now the plaintiff in the above entitled cause, a reliable person who files her verified information alleging facts therein showing that the defendant, Frank Sullivan, has failed to comply with the order of the court heretofore entered in the above cause, which was an action for divorce which information is in words and figures as follows: (HI). And the court having examined said information now finds the same to be sufficient and it is considered and ordered by the court that the defendant, Frank Sullivan, be and he is hereby ruled and ordered to appear in the Hendricks Circuit Court at the Court House in the Town of Danville, Hendricks County, Indiana, at the hour of 2 P.M. on the 27th day of April 1935, and then and there answer said information and show cause, if any there be why he should not be adjudged guilty of contempt of the Hendricks Circuit Court and adjudged and punished for such contempt.

A. J. Stevenson.
Judge of Hendricks Circuit Court.

CONRAD REIBE )
VS ) # 14520
L. PARK THORNBURG )

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause, and being duly advised, now finds the facts specially, which facts numbered from one to nine inclusive, are as follows:

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

IN THE HENDRICKS CIRCUIT COURT,
MARCH TERM, 1935.

CONRAD RIEBE )
VS ) CAUSE NUMBER 14520
L. PARK THORNBURG )

FINDING OF FACTS.

The Court having been requested in writing to find the facts specially and to state its conclusions of law thereon, now finds the facts to be as follows:-

FINDING NUMBER ONE.

That on December 6, 1932, and for several months prior thereto, the Indianapolis Auto Service, Incorporated, was an Indiana corporation, duly organized and existing under and by the laws of the State of Indiana, with authorized capital stock in the amount of one thousand shares, all of which was issued and outstanding on the books of the Corporation.

FINDING NUMBER TWO.

That on December 6, 1932, the Indianapolis Auto Service, Incorporated, was indebted to the plaintiff in a sum in excess of $2000.00, and that on or about December 6, 1932, the plaintiff and the defendant, L. Park Thornburg, met in the office of the Indianapolis Auto Service, Incorporated, together with Mr. T. D. Lee, Mr. Louis Goslee, Mr. John Hohl, Mr. Edwin Haerle and a Mr. Anthony, all of whom, save and except Mr. Riebe and Mr. Thornburg, were stockholders of the Corporation. That at said time twenty-eight notes were executed in the name of the Indianapolis Auto Service, Incorporated, and signed by L. Park Thornburg as President, and T. D. Lee as Secretary, payable to the order of Conrad Riebe, the plaintiff, in the principal sum of Fifty ($50.00) Dollars each, dated December 6, 1932, and payable in a series on the 15th day of each succeeding calendar month thereafter, the note number twenty-eight in said series becoming due and payable on April 15, 1935. These notes bore interest at the rate of eight per cent per annum after maturity until paid and provided for attorneys fees.

FINDING NUMBER THREE.

That at the time of the preparation of the notes described in Finding Number Two, the defendant, L. Park Thornburg, was asked to endorse said notes individually and in consideration for such individual endorsement the plaintiff and Mr. John Hohl agreed that approximately four hundred thirty shares of capital stock of the Indianapolis Auto Service, Incorporated, should be transferred and assigned to the defendant and that he should be made President and General Manager of the Corporation.

FINDING NUMBER FOUR.

That on the day following the happenings as disclosed in Finding Number Three, the parties named therein again met in the office of the Indianapolis Auto Service, Incorporated, and the defendant endorsed the twenty-eight notes executed by the Indianapolis Auto Service, Incorporated, to the plaintiff in his individual capacity by signing on the back thereof the following words, "L. Park Thornburg, as endorser." That at the time of so endorsing said notes and of the delivery of the same to the plaintiff, the defendant was again promised by Mr. Hohl and other stockholders present and in the presence of the plaintiff, that the said four hundred thirty shares of stock in the Corporation would be assigned to him and that he would be made President and Business Manager of the Corporation.

FINDING NUMBER FIVE.

That the said defendant was, immediately following the execution of the notes in suit, put in the position of President and Business Manager of the Corporation and continued to act in such capacity and remained in active chare of the business until the appointment of a Receiver for said company on the 28th day of February, 1933.

FINDING NUMBER SIX.

That note number one of the series of twenty-eight notes, due and payable on January



15, 1933, was paid by the defendant out of the assets of the Corporation, but that no part of the remaining twenty-seven notes has been paid.

FINDING NUMBER SEVEN.

That the said John Hohl died on the10th of January, 1933, without ever having assigned or transferred any stock in the Indianapolis Auto Service, Incorporated, to the defendant or to the said Indianapolis Auto Service, Incorporated, to be issued or assigned to the defendant, L. Park Thornburg, and that no stock in said Corporation has ever been assigned to the defendant, L. Park Thornburg, by the Corporation or any stockholder thereof, in accordance with the agreement heretofore set forth in Finding Number Three.

FINDING NUMBER EIGHT.

That of the one thousand (1000) shares of stock originally issued by said Corporation, John Hohl was issued four hundred fifty (450) shares and the remainder of said stock was owned by other individuals in amounts of approximately one hundred (100) shares each, save and except thirty (30) share were issued to Edwin Haerle, who acted as attorney for the Corporation. That subsequent to the 6th day of December two hundred ninety (290) shares of stock were turned in by the owners thereof to Mr. Hohl, one hundred shares having been turned in by Mr. Murray Edwards, one hundred by a Mrs. Hays and ninety shares by Mr. Vern Dodson, but that such stock was never assigned or issued to the defendant or turned in to the Corporation for assignment or re-issue to the defendant. That the business of the corporation was very loosely conducted and in truth and in fact, the said L. Park Thornburg was never lawfully appointed as President and General Manager of the Corporation by the stockholders or directors thereof, but that he acted in that capacity until the date of the appointment of the Receiver.

FINDING NUMBER NINE.

That said notes, save and except numbers one and twenty-eight thereof, are now due and unpaid and that a reasonable fee for the plaintiff's attorney, if he is entitled to recover, is one hundred fifty ($150.00) Dollars.

A. J. Stevenson

JUDGE HENDRICKS CIRCUIT COURT

And now the Court states its conclusions of law on said findings:

1st. That the law is with the defendant.

2nd. That the plaintiff take nothing on its complaint and that the defendant recover costs.

To each of which conclusions of law the plaintiff objects and excepts.

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

Record read and signed in open court.

A. J. Stevenson, Judge.

Thursday Morning, April 25th, 1935.

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

LUCY BRIDGES )
VS ) # 14545 ORDER TO TAKE DEPOSITION
YOUR CAB COMPANY, )
SERVICE CAB COMPANY, )
JAMES GOODWIN, )
ELLA GOODWIN, )
JAMES E. WILSON, )
et al. )

The plaintiff in the above entitled cause by her attorney, having filed an affidavit praying an order to take deposition of County and State Officers and attorney at law, maintaining officers in Marion County, before some officer authorized by law to take same from day to day until said testimony is complete.

The court having examined said affidavit and being duly advised in the premises therein finds the same to be true, herein adjudges and decrees said deposition and testimony be taken before some officer authorized by law to take same from day to day and until said testimony is complete accordingly.

BENJAMIN W. BARKER )
VS ) # 14432
TONY A. LUX )

Come now the parties, in person and by counsel, and the Court now overrules the demurrer to each paragraph of complaint, to which ruling of the Court the defendant duly objects and excepts. And now the defendant files answer in two paragraphs, which answer is in the words and figures following, to-wit: (H.I.).

This cause is continued at the cost of the plaintiff until May 24th, 1935, and the plaintiff is ruled to reply on or before May 6th, 1935.

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 26th, 1935.

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

EVA MAE WEST )
VS ) # 14347
HALBERT A. WEST )

Comes now the above named defendant, Halbert A. West, in his own proper person, and it appearing to the Court that the defendant is guilty of contempt of Court for failure to carry out the order heretofore made, it is, therefore, now adjudged and decreed by the Court that the said defendant, Halbert A. West, be and he is hereby committed to the Hendricks County Jail until the order of the Court heretofore made is carried out.

STATE OF INDIANA )
VS ) # 7563
EARL BRYANT )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Earl Bryant, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of second degree burglary.

And now the Court takes this cause under advisement.

STATE OF INDIANA )
VS ) # 7565
CECIL HELTON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Cecil Helton, in his own proper person, who being duly arraigned in open court for his plea says that he is guilty of public intoxication.

And now the Court takes this cause under advisement.

STATE OF INDIANA )
VS ) # 7499 Judgt. vs Deft. for $4.00 per week.
ORVAL ALLEN ) J. D. 17, Page 11.

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 increases the order against the defendant, Orval Allen, to the sum of $4.00 per week.

It is, therefore, considered, ordered and adjudged by the Court that the order heretofore made against the defendant, Orval Allen, be and the same is hereby increased to the sum of $4.00 per week

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 27th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

WILLIAM J. STEWART, ADMINISTRATOR )
OF THE ESTATE OF MARGARET STEWART, )
DECEASED, LATE OF BOONE COUNTY, )
INDIANA. )
VS ) # 14433
CITY OF INDIANAPOLIS, INDIANA. )

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

STATE OF INDIANA )
VS ) # 7563 Judgt. vs Deft. for Costs.
EARL BRYANT ) J. D. 17, Page 12.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and the said defendant having heretofore plead guilty to the charge of second degree burglary, the Court now being duly advised, renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Earl Bryant, for the offense by him committed be and he is hereby committed to the custody of the Board of Trustees of the Indiana State Reformatory for a period of not less than one year nor more than ten years, and that his true age is seventeen years.

It is further adjudged and decreed by the Court that the defendant, Earl Bryant, pay the costs of this action, taxed at _____dollars and _____cents.

IN THE MATTER OF THE )
VOLUNTARY LIQUIDATION )
OF THE DANVILLE TRUST ) # 14336
COMPANY, OF DANVILLE, )
INDIANA. )

Come now William F. Franklin and Charles Z. Cook, Liquidating Agents for The Danville Trust Company, of Danville, Indiana, now in Voluntary Liquidation in the Hendricks Circuit Court, by counsel, and file their verified petition to sell real estate, which petition is in the words and figures following, to-wit:

STATE OF INDIANA, IN THE HENDRICKS CIRCUIT COURT,
HENDRICKS COUNTY, SS: MARCH TERM, 1935.

IN THE MATTER OF THE VOLUNTARY
LIQUIDATION OF THE DANVILLE
TRUST COMPANY, OF DANVILLE,
INDIANA:

PETITION OF THE LIQUIDATING AGENTS
TO SELL REAL ESTATE.

Come William F. Franklin and Charles Z. Cook, Liquidating Agents of The Danville Trust Company, of Danville, Indiana, now in Voluntary Liquidation in the Hendricks Circuit Court, and respectfully represents and show to the court:-

That among the assets of said Trust Company coming into their hads, as Liquidating Agents thereof, is the following parcel of real estate located in Hendricks County, Indiana, to-wit:-



A part of the Southeast Quarter of Section 6, Township 15 North, Range 1 West, bounded as follows, to-wit:-Beginning at the center South of said Southeast Quarter, thence East 24,1/2 rods; thence North 10 chains and 70 links; thence West 37 rods and 9,1/2 links to a point which is 3 chains and 22 links West of the line running North and South through the center of the Southeast Quarter; thence South 10 chains and 70 links to the South line of said Quarter Section; thence East on said line 3 chains and 22 links to the place of beginning, estimated to contain 10 acres, more or less, and of the estimated value of $1400.oo.

Your petitioners further show that all of the debts of said Trust Company, coming to their knowledge, have been duly paid, except the small sum of about, $2.20, and that it will be for the best interests of the shareholders of said Trust Company to sell and dispose of said described premises; that it is the opinion of your petitioners that said parcel of real estate can be sold at better advantage, and for a better price, at private sale than at public vendue, upon notice by posting of written or printed notices of such sale in at least five public places in Center Township, Hendricks County, Indiana, the Township of said county in which said real estate is located, for five days prior to the date of said sale, and for cash on day of sale.

WHEREFORE, Your petitioners pray the court for an order authorizing them to sell and dispose of said described real estate at private sale upon five days' notice by posting written or printed notices thereof in at least five public places in Center Township, Hendricks County, Indiana, and for cash on day of sale, and petitioners ask for all proper relief in the premises.

William F. Franklin
Chas Z Cook

Liquidating Agents for The Danville Trust
Company of Danville, Indiana.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Be it remembered that on this 27th day of April A.D. 1935, 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 and acting Liquidating Agents for The Danville Trust Company, of Danville, Indiana, and each swears that the facts set forth in the within and foregoing petition are true in substance and in fact, and further say not.

William F. Franklin
Chas Z Cook

Subscribed and sworn to before me this 27th day of April, A.D. 1935.

My Com. Exp. Jan. 3rd, 1939. (SEAL) Zimri E. Dougan,
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 which is as follows:"April 27th.1935, examined and allowed in open court. Sale ordered as petitioned for, upon the terms therein set forth. Ordered to make report of such sale at May Term, 1935, of this court. And time is given. A. J. Stevenson, Judge of the Hendricks Circuit Court."

JOSEPH R. LAWSON )
VS ) # 14569 Judgt. vs Pltf. for $25.00, $75.00 Attys'. Fees
LUVADA LAWSON ) J. D. 17, Page 12.

Comes now the defendant, Luvada Lawson, in the above entitled cause and files her verified application therein asking an order of said Hendricks Circuit Court that said plaintiff, Joseph R. Lawson, be required to pay her a reasonable sum

with which to prosecute her defense to said suit and cause of action and pay to attorneys' fees, which petition is in words and figures as follows, to-wit, (here insert).

And the Court having seen and inspected said petition and being duly advised in the premises, now finds that the prayer thereof should be granted and that said plaintiff, Joseph R. Lawson, should be ordered to pay into this court the sum of $25.00 as and for money to pay defendant's expeses in the prosecution of her defense to said suit and cause of action and the sum of $75.00 to pay the attorneys' fees for her attorneys, Chauncey W. Duncan of Rushville, Indiana, and Russell B. Harrison of Indianapolis, Indiana.

It is therefore considered, ordered and adjudged by the Court, that said plaintiff, Joseph R. Lawson, pay into this court the sum of $25.00, as and for expenses of said defendant, Luvada Lawson, in the prosecution of her said suit and the further sum of $75.00, as and for fees for said defendants' attorneys, Chauncey W. Duncan of Rushville, Indiana, and Russell B. Harrison of Indianapolis, Indiana, and said sums are ordered paid in installments of $5.00 per week beginning with the payment of $5.00 upon April 27, 1935, and $5.00 shall be paid on Saturday of each week thereafter until the aforesaid sums are fully paid and satisfied, all of which is finally ordered, adjudged and decreed by the Court.

JOSEPH R. LAWSON )
VS ) # 14569 Entry Judgt. vs Pltf. for Costs.
LUVADA C. LAWSON ) J. D. 17, Page 12.

Comes now the plaintiff in person and by counsel, and comes now also the defendant by counsel and it appearing to the court that the defendant has been duly servied with process more than ten days before the day of which the summons herein was made returnable, and that said defendant was duly served with process more than sixty days before the date of this hearing and trial, and this cause being at issue the same is now submitted to the court, without the intervention of a jury, for trial, finding, judgment, and decree.

And the court having heard the evidence and being duly advised and informed in the premises finds for the plaintiff and that the allegations of plaintiff's complaint are true, and that he is entitled to a decree of divorce from said defendants on the grounds therein alleged.

It is therefore considered, ordered, adjudged and decreed by the court that the bonds of matrimony existing between plaintiff and defendant herein be, and they are hereby, dissolved and that said plaintiff is hereby granted an absolute divorce from said defendant.

It is further considered and adjudged by the court that the defendant recover of said plaintiff her costs in this action taxed at_____dollars and _____cents.

RUSSELL MILLER, )
VS ) # 14274 Judgt. vs Deft. for $280.00 and Costs.
JOSEPH M. MILLER. ) J. D. 17, Page 12.

Come the parties by counsel and the court, having heretofore heard the evidence in this cause, and being fully advised, finds for the plaintiff, that the allegations of his complaint are true; that on April 21st. 1934, and at all times thereafter until, and including, December 31st. 1934, he was entitled to the exclusive



possession of the real estate described in the complaint; that on said 21st. day of April, 1934, and at all times thereafter until, and including, December 31st. 1934, the defendant wrongfully and unlawfully held the possession of said described real estate, and that the plaintiff is entitled to recover of and from the defendants herein the sum of $280.00, as and for his damages occasioned by the unlawful detention of said premises by said defendant, and the costs and expenses of this action.

It is, therefore, considered and adjudged by the court that the plaintiff was entitled to the exclusive possession of the real estate described in the complaint, as follows, to-wit:-

The Northwest Quarter of the Southeast Quarter of Section 17, Township 16 North, Range 2 East, containing 40 acres, more or less, located in Hendricks County, Indiana, from April 21st. 1934, to, and including, December 31st. 1934, and that the defendant wrongfully and unlawfully held the possession thereof during all of said period of time.

It is further considered and adjudged by the court that the plaintiff recover of and from the defendant, Joseph M. Miller, the sum of $280.00, as and for his damages occasioned by the wrongful and unlawful possession of said real estate by said defendant, and the costs of this action, taxed at $_____.

All of which is finally adjudged by the court.

CITIZENS STATE BANK )
OF STILESVILLE, IND. )
VS ) # 14213
FRANKLIN CIVIL TOWN- )
SHIP, ETC. )

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

LOUIS SULLIVAN )
VS ) # 14350
FRANK SULLIVAN )

Comes now the above named defendant, Frank Sullivan, herein, and the Court having heard the evidence on the petition for citation, now takes the same under advisement.

COURT ALLOWANCE FOR MARCH TERM, 1935.

| | |
|---|---|
| Helen Harris, Court Reporter | $ 238.24 |
| Frank Tucker, Per Diem for Attending Court & Venued Claims | 246.00 |
| Milburn Scamahorn, Probation Officer | 100.00 |
| Alvin Hall | 28.00 |
| The Lawyers Co-operative Publishing Co. | 12.50 |
| Bobbs Merrill Co. | 60.00 |
| West Publishing Co. | 25.00 |
| Albert H. Shane, Sheriff (Return of Fugitives) | 7.68 |
| Charles V. Sears, Special Judge | 10.00 |
| Paul E. Laymon, Special Judge. | 10.00 |
| PETIT JURY: | |

| | | |
|---|---|---|
| Maurice Rose | | $ 17.50 |
| Nolan Smith | | 15.00 |
| Russell Turley | | 20.00 |
| Olsen Hunt | | 15.00 |
| Raymond Stevenson | | 15.00 |
| P. H. Watkins | | 16.00 |
| Frank Lovell | | 17.50 |
| Frank O'Neal | | 19.00 |
| Lon Dillon | | 19.50 |
| Charles Larsh | | 17.50 |
| Henry Gentry | | 15.00 |
| R. E. Pierson | | 3.30 |
| Earl Atkinson | | 14.50 |
| Lemuel Everett | | 3.20 |
| Atlas E. Gore | | 4.40 |
| H. H. Freeman | | 2.60 |
| Glen Durham | | 3.50 |
| Albert Jessup | | 3.50 |
| Ellsworth Stewart | 26 meals at 50¢ each | 13.00 |
| T O T A L | | $ 972.42 |

Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motions and demurrer not disposed of at the present term of court be continued to the May Term, 1935, 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 29th day of April, 1935, the same being in Vacation of the Hendricks Circuit Court, the following proceedings were had herein, viz:

GRAND AND PETIT JURORS, DRAWN FOR THE MAY TERM, 1935.

BE IT REMEMBERED, That on the 29th day of April, 1935, H. C. Rodney and W. P. Strickler 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, 1935, of this court, viz:

| | |
|---|---|
| 1. Claude Jordan | Brown Township |
| 2. Everett Broiler | Middle Township |
| 3. Wm. Reveal | Middle Township |
| 4. Walter Wallace | Franklin Township |
| 5. Vance Montgomery | Union Township |
| 6. Sidney Johnson | 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, 1935, of this court, viz:

| | | | | | |
|---|---|---|---|---|---|
| 1. Curtis Stewart | Marion | Twp. | 16. Fay Scott | Eel River | Twp. |
| 2. Frank Hanna | Guilford | Twp. | 17. Omer Hornaday | Lincoln | Twp. |
| 3. W. E. Swain | Middle | Twp. | 18. Alva Long | Marion | Twp. |
| 4. Chas. Robards | Franklin | Twp. | 19. Clarence Edmonson | Liberty | Twp. |
| 5. Frank McCalment | Washington | Twp. | 20. Lee Chatham | Marion | Twp. |
| 6. Paul Darnell | Clay | Twp. | 21. Otto Lowe | Liberty | Twp. |
| 7. John Allen | Liberty | Twp. | 22. John Husted | Middle | Twp. |
| 8. Ed McCollum | Guilford | Twp. | 23. Russell Barlow | Guilford | Twp. |
| 9. Harold Pruitt | Guilford | Twp. | 24. Roy Carter | Liberty | Twp. |
| 10. Raymond Fisher | Franklin | Twp. | 25. Wm. Richardson | Lincoln | Twp. |
| 11. Edgar Milam | Guilford | Twp. | 26. John Patrick | Eel River | Twp. |
| 12. Herman P. Garner | Brown | Twp. | 27. Marcus Bland | Lincoln | Twp. |
| 13. Harry Durham | Eel River | Twp. | 28. H. P. Hopkins | Liberty | Twp. |
| 14. N. A. Wall | Middle | Twp. | 29. Maynard Stevenson | Clay | Twp. |
| 15. Harry S. Havens | Guilford | Twp. | 30. Elsworth Montgomery | Marion | Twp. |

Attest: Frank Tucker, Clerk.

BE IT REMEMBERED, That on the 1st day of May, 1935, the same being in Vacation of the Hendricks Circuit Court, before the Honorable A. J. Stevenson, Judge thereof, the following proceedings were had herein, viz:

STATE OF INDIANA )
VS ) # 7565 Judgt. vs Deft. for $10.00 & Costs.
CECIL HELTON ) J. D. 17, Page 13.

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Cecil Helton, herein, and said defendant having heretofore plead guilty and the Court now being duly advised, now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Cecil Helton, for the offense by him committed be and he is fined in the sum of $10.00, and that he be and he is hereby imprisoned in the State Penal Farm for a period of six

months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court 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 on condition that he work each day for his brother and on condition that he remain sober.

It is, therefore, ordered by the Court that the execution of the sentence herein imposed be suspended on condition that said defendant, Cecil Helton, work each day for his brother and on condition that he remain sober, and that he be permitted to go at liberty on probation so long as he obey this order of the Court.

Attest: Frank I Tucker, Clerk.





Monday Morning, May 6th, 1935.

Pleas and proceedings had in the Hendricks Circuit Court, within and for Hendricks County, State of Indiana, at the May Term, 1935, which term of court was begun and continued at the Court House in the town of Danville, in the County and State aforesaid, commencing on Monday the 6th day of May, 1935, that being the day fixed by law for holding said Term of Court.

Present Honorable A. J. Stevenson, Judge.
John A. Kendall, Prosecuting Attorney,
Albert H. Shane, Sheriff,
Frank Tucker, Clerk.

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

WALTER THOMPSON, et al. )
VS ) Cause No. 14269
E. F. ALEXANDER, et al. ) E N T R Y

Comes now Walter Thompson, trustee herein, by and through his attorney, Walter G. Todd, and files herein his petition for authority and direction to adjust and settle the judgment against Worth E. Woodward, one of the defendants herein, which petition is in the following words and figures, to-wit: (H. I.)

And the court being duly advised in the premises, does now grant said petition.

It is, therefore, ordered and adjudged by the Court that Walter Thompson, Trustee herein, be and he is hereby ordered and directed, upon receipt of the sum of Sixty-one and seventy-three hundredths dollars ($61.73) to release and discharge the judgment against Worth E. Woodward entered in this cause, as fully paid, compromised and settled.

Courtland C. Gillen Special Judge.

IN THE MATTER OF THE VOLUNTARY )
LIQUIDATION OF THE DANVILLE ) # 14336 ORDER APPROVING SALE OF REAL ESTATE
TRUST COMPANY, OF DANVILLE, ) ORDERED SOLD
INDIANA. )

,Come William F. Franklin and Charles Z. Cook, the duly appointed and acting Liquidating Agents of The Danville Trust Company of Danville, Indiana, and file the following duly verified report of the sale of certain real estate belonging to the said The Danville Trust Company, of Danville, Indiana, heretofore in this proceeding ordered sold, together with proof of the posting of notices of such sale, to-wit:-(Here Insert).

And the court, having examined the same and being sufficiently advised, finds that said Liquidating Agents, after giving notice of the time, terms and place of sale as required by the order of this court authorizing the same, sold the real estate in their report and the former order of this court described, at private sale to Lloyd K. Young and Yvinnee Young, husband and wife, for the sum of $1500.00, that being the highest and best bid received therefor and the full value thereof.

The court further finds that the purchasers complied with the terms of said sale by paying the amount of their bid in cash, as heretofore ordered. And the court, being satisfied that in the interest of said trust said sale ought to be approved, now in all things ratifies and confirms the same, together with the acts of said Liquidating Agents as by them reported. And said Liquidating Agents are now ordered to execute their deed conveying said real estate so sold to said purchasers; which deed is now reported by said Liquidating Agents, and, being examined, is approved by the court and delivered to the purchasers.

And this proceeding is adjudged finally disposed of.

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 7th, 1935.

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

E. J. ROBERTS, DOING BUSINESS)
IN THE NAME OF AND STYLE OF )
E. J. ROBERTS GARAGE )
VS ) # 13518 Judgt. vs Pltf. for Costs.
ROBERT BLANTON ) J. D. 17, Page 13.

Upon motion of the Court, this cause is 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, E. J. Roberts, doing business in the name of and style of E. J. Roberts Garage, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

E. J. ROBERTS, DOING BUSINESS )
IN THE NAME OF AND STYLE OF )
E. J. ROBERTS GARAGE )
VS ) # 13519 Judgt. vs Pltf. for Costs.
CHARLES COTTONGIN ) J. D. 17, Page 13.
ROBERT BLANTON. )

Upon motion of the Court, this cause is 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, E. J. Roberts, doing business in the name of and style of E. J. Roberts Garage, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

E. J. ROBERTS, DOING BUSINESS )
IN THE NAME AND STYLE OF E. J. )
ROBERTS GARAGE. )
VS ) # 13520 Judgt. vs Pltf. for Costs.
SAM JORDAN ) J. D. 17, Page 13.

Upon motion of the Court, this cause is 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 or prosecution, and the plaintiff, E. J. Roberts, doing business in the name and style of E. J. Roberts Garage, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

PERRY TOWNSHIP OF )
MARION COUNTY, )
INDIANA )
VS ) # 13575 Judgt. vs Pltf. for Costs.
PUBLIC SERVICE COMPANY ) J. D. 17, Page 14.
OF INDIANA. )

Upon motion of the Court, 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, Perry Township of Marion County, Indiana, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FRED V. THOMAS, CORP. )
VS ) # 13601 Judgt. vs Pltf. for Costs.
LEE MANIS ) J. D. 17, Page 14.

Upon motion of the Court, 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, Fred V. Thomas, Corporation, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ROBERT GILMORE, ET AL.)
VS ) # 14575
ASA M. GOODWIN )

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.

FRANK W. HECKMAN, RECEIVER)
VS ) # 14568
CARL V. SPICKELMIER )

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

CONRAD REIBE )
VS ) # 14520
L. PARK THORNBURG )

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



THE INDIANA NATIONAL BANK )
VS ) # 14358
FRANK L. BRADEN, ET AL. )

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

JOSEPH HORGER )
VS ) # 14187 Judgt. vs Pltf. for Costs.
FREEMAN SMOCK ) J. D. 17, Page 14.

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, at the plaintiff, Joseph Horger, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

HARNEY F. SEMONES, RE- )
CEIVER OF HUNTER BANK )
VS ) # 14192 Judgt. vs Pltf. for Costs.
T. C. SMOCK, ETC. ) J. D. 17, Page 14.
MARTHA A. SMOCK. )

Upon motion of the Court, 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, Harney F. Semones, Receiver of Hunter Bank, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

WILLIAM C. LONG )
VS ) # 14230 Judgt. vs Pltf. for Costs.
NORTHERN INDIANA ) J. D. 17, Page 15.
POWER COMPANY )

Upon motion of the Court, 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, William C. Long, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

SOLOMON A. HAYWORTH, ADMIN- )
ISTRATOR AND TRUSTEE, ETC. ) ( Judgment vacated May 18th, 1935.)
VS )# 14344 Judgt. vs Pltf. for Costs.
WILLIAM ADAMS ) J. D. 17, Page 15.

Upon motion of the Court, 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, Solomon A. Hayworth, Administrator and Trustee of the Estate of Harper E. Hayworth, Deceased, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

ELIZABETH ULAND )
VS ) # 14185 Judgt. vs Deft., City of Indianapolis, for $1000.00 and costs.
CITY OF INDIANAPOLIS, ) J. D. 17, Page 15.
ET AL. )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion for new trial, heretofore filed, and being sufficiently advised, now overrules the same, to which ruling of the Court the defendant, City of Indianapolis, duly objects and excepts. And now the Court renders judgment on the verdict of the jury.

It is, therefore, now adjudged and decreed by the Court that the plaintiff have and recover of and from the defendant, City of Indianapolis, damages in the sum of $1000.00, together with the costs of this action, taxed at _____ dollars and _____cents.

And now the defendant, City of Indianapolis, prays an appeal to the Appellate Court of Indiana. The Court being duly advised now grants said appeal, and bond is fixed at $1500.00. And now the defendant suggests the name of_____ _____as surety on said bond, which surety the Court now approves, and sixty days are given in which to file bond and Bill of Exceptions.

JACOB MANLEY HOBSON )
VS ) # 14457
WILLIAM WILSON )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion for new trial, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant, William Wilson, 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 $2000.00. And now the defendant suggests the name of_____ _____as surety on said bond, which surety the Court now approves, and sixty days are given in which to file bond and Bill of Exceptions.

LURA M. BUEHLER, ET AL. )
VS ) # 14348 Judgt. vs Pltf., Rosa Buehler, for Costs.
MARY A. MAUS, ET AL. ) J. D. 17, Page 15.

Come now again the parties, by counsel, and the Court having seen and examined the plaintiff's motion for 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 Court being duly advised, renders judgment on the verdict of the jury.





It is, therefore, adjudged and decreed by the Court that the plaintiff, Rosa Buehler, take nothing by her complaint, and that the defendants recover their costs, taxed at _____dollars and _____cents.

And now the plaintiff, Rosie Buehler, prays an appeal to the Appellate Court of Indiana. The Court being duly advised now grants said appeal and bond is fixed in the sum of $1000.00. And now the plaintiff suggests the name of_____ _____as surety on said bond, which surety the Court now approves, and sixty days are given in which to file bond and Bill of Exceptions.

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 8th, 1935.

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

BENJAMIN W. BARKER )
VS ) # 14432
TONY A. LUX )

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

IN THE MATTER OF THE PETITION )
OF GEORGE A. NASH, ET AL, FOR )
REPAIRING, STRAIGHTENING, BUILD- ) # 14456
ING TILE AND COVERING THE )
CHRISTOPHER TRUCKSESS DITCH IN )
LINCOLN TOWNSHIP. )

Comes now the drainage commissioner, herein, and files his final report, which report is in the words and figures following, to-wit: (H.I.).

STATE OF INDIANA )
VS ) # 7559 DECREE, ORDERING SUBPOENA ISSUED TO
CHARLEY DUNCAN ) PRODUCE WILLIAM ALLISON IN COURT.

John A. Kendall, Prosecuting Attorney for the 55th Judicial Circuit, State of Indiana, having filed his petition, which petition reads as follows, (H.I.) Which petition shows that one William Allison is a witness for the State of Indiana. That he is now in the Indiana Reformatory at Pendleton, Indiana.

The Court having read the petition, now finds that it is true and correct, and that it is to the best interest of the State of Indiana, that William Allison be produced in the Hendricks Circuit Court on the 14th day of May 1935 to testify in the case of State of Indiana vs Charley Duncan.

WHEREFORE it is now adjudged and ordered by this Court, that a Subpoena be issued by the Clerk of the Hendricks Circuit Court, directed to A. F. Miles, Superintendent of the Indiana Reformatory, Pendleton, Indiana, and command him to bring one William Allison and have him in the Hendricks Circuit Court on the 14th day of May 1935, to testify in the case of State of Indiana vs Charley Duncan.



STATE OF INDIANA, ON RELATION)
OF LUTHER F. SYMMONS, BANK )
COMMISSIONER OF THE STATE OF )
INDIANA. )
VS. ) ORDER TO RELEASE JUDGMENT
HUNTER BANK, )
BROWNSBURG, INDIANA. )

Comes now Harney F. Semones, Receiver of Hunter Bank, Brownsburg, Indiana, and files the following verified petition by him duly verified (insert), showing therein that on the 18th day of November 1933, that he recovered a judgment against G. G. Campbell, upon three notes that was due and owing to Hunter Bank, Brownsburg, Indiana. That the said judgment was duly entered in Judgment Docket 16, page 154 in the Clerk's Office of the Hendricks Circuit Court. And that the total amount of the said judgment was $2,679.23. And that the said G. G. Campbell owned a Printing Business and Equipment for the same, which said business is situated in the Town of Brownsburg, Hendricks County, Indiana. That the said G. G. Campbell is not the owner of any real estate, or any other property subject to execution.

And the court having examined said petition and being sufficiently advised in relation thereto, now finds that the averments therein contained are true, and that in the interests of said receivership the prayer ought to be granted.

IT IS THEREFORE, ordered by the court that the said receiver release and mark satisfied upon the Judgment Docket in the Clerk's Office of the Hendricks Circuit Court the said judgment recovered by him against the said G. G. Campbell on the 18th day of November 1933, upon the receipt of the sum of $536.49.

BENJAMIN M. COUCH, BY )
HIS NEXT FRIEND OSCAR )
G. COUCH )
VS ) # 14590 Judgt. vs Defts. for $100.00 and Costs.
CYRUS NICHOLSON ) J. D. 17, Page 16.
CHESTER NICHOLSON )

Comes now the plaintiff in the above entitled cause, Benjamin M. Couch by his next friend, Oscar G. Couch and also by his attorney George W. Hadley and comes also Cyrus Nicholson and Chester Nicholson, defendants and by their attorney Otis E. Gulley and it is now shown to the court that summons was duly issued for said defendants in the above entitled cause and now said defendants waive the service of summons and voluntarily appear and file their answer herein to plaintiffs complaint, which answer is in words and figures following to-wit, (Here insert)

And now by agreement of parties, this cause is submitted to the court for trial, finding judgment and decree without the intervention of a jury and the court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff upon his complaint and that the allegations of his complaint are true and that on account of the matters and facts complined of in said complaint, the plaintiff has been damaged and is entitled to recover damages from said defendants in the sum of $100.00.

It is, therefore, ordered, adjudged and decreed by the court that the said Benjamin M. Couch, plaintiff herein recover of and from the defendants, Cyrus

Nicholson and Chester Nicholson, the sum of $100.00 together with all of his costs and charges herein set out and expended and taxed in the sum of $_____.

BERT REDDINGTON )
VS ) # 14517 ORDER FOR ORAL EXAMINATION
EDWARD H. MOORMAN )

Comes now the plaintiff in the above entitled cause and moves the court for an order requiring the defendant to submit himself to an oral examination, which motion is in the words and figures as follows: (H.I.), and the court having seen and inspected the said motion and being duly advised in the premises, finds that the motion should be sustained.

It is there ordered that the defendant in the above entitled cause, Edward H. Moorman, be and appear at the office of Henry B. Krug, Attorney-at-Law, #823 Hume Mansur Bldg., on E. Ohio St., in the City of Indiana, County of Marion, State of Indiana, at 2 o'clock in the afternoon of the 18th day of May, 1935, before Virginia Henriott, a Notary Public, and submit to an examination by Bert Reddington, plaintiff in the above entitled cause, concerning the matters stated in said cause. Said examination will be adjourned and continued from day to day until completed.

WILLIAM F. KEARNS ET AL )
VS ) # 14516
WILLIAM HART ET AL. )

Come now the parties, and comes also William F. Evans, the commissioner heretofore appointed by the court, and files an appraisement of the real estate in this proceeding ordered sold, which appraisement is as follows, to-wit: (H.I.), and now also files report of the sale of said real estate herein ordered sold, which said report reads as follows, to-wit: (H.I.), from which it appears and the court so finds, that after giving notice of the sale of said real estate and having the same duly appraised as required by order of this court, authorizing such sale, said commissioner sold the same at private sale to William Haag and Margaret Haag, for the sum of $4000.00, that being the highest and best bid received therefor and the full appraised value thereof; that said purchaser paid said sum of $4000.00 in cash. And the court being sufficiently advised, 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 the sum of $100.00, and now allows Chas. V. Sears for his services as attorney for the parties herein the sum of $100.00, and orders said allowances 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, the cash proceeds of such sale among the parties hereto in proportion to their respective interests therein, as heretofore found and determined by the court, paying the share of the defendant Charles O'Leary to the clerk of this court, and the share of the defendant Robert Hart, which is subject to the lien of the judgment of the defendant Josephine Hart, to the clerk of this court to be paid to the parties entitled to receive the same.



And upon such distribution being made, said commissioner is required to make due report thereof to this court.

And this cause is continued for report of said commissioner.

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

C. J. Stevenson, Judge.

Thursday Morning, May 9th, 1935.

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

FRANCES KUHN )
VS ) # 14532 On Account of Change of Venue.
SILVER FLEET MOTOR )
EXPRESS, INC., ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit: Five Dollars and Fifty Cents ($5.50) in the case of Frances Kuhn vs. Silver Fleet Motor Express, Inc., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

JAMES W. BARTON )
VS ) # 14473 On Account of Change of Venue.
ARCH ARMSTRONG )
ARMSTRONG BEV. CORP. )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 Noone in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of James W. Barton vs. Arch Armstrong Armstrong Bev. Corp. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Boone in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Boone in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson,
Judge 55th Judicial Circuit of Indiana.



ROBERT S. SMITH, REC. OF )
MINIATURE GREENS CORPORA- )
TION OF INDIANA. )
VS ) # 14057 On Account of Change of Venue.
FRED E. GIFFORD. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Robert S. Smith, Rec. of Miniature Greens Corporation of Indiana. vs. Fred E. Gifford, is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

VECHIL HOGAN, HIS HIS NEXT FRIEND, )
JESSE HOGAN )
VS ) # 14530 On Account of Change of Venue.
THE INDIANAPOLIS RAILWAY ( A )
CORPORATION) )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 hred record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Vechil Hogan, by his next friend, Jesse Hogan vs. The Indianapolis Railway (A Corporation) is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

HARRY STEINSBERGER )
VS ) # 14481 On Account of Change of Venue.
JAMES MONROE )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana,

and Judge of the Circuit Court aforesaid, in which the above and foregoing case was tried, adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks, and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Harry Steinsberger vs. James Monroe is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

LYDIA P. SHAFFER )
VS ) # 14518 On Account of Change of Venue.
SEARS ROEBUCK & CO., )
ET AL. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Lydia P. Shaffer vs. Sears Roebuck & Co., et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

HARVEY M. WISTERMAN )
VS ) # 14121 On Account of Change of Venue.
MERRILL R. WILSON, TRUSTEE)

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Harvey M. Wisterman vs. Merrill R. Wilson, Trustee is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County



Morgan in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of 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

SARAH ANDREW )
VS ) # 14333 On Account of Change of Venue.
GEORGE T. PRICE )
THOMAS A. PRICE )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 Clay in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto:

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Thirty-Eight Dollars and - - -Cents ($38.00) in the case of Sarah Andrew vs. George T. Price, Thomas A. Price is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Clay in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Clay in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

JOHN H. INGLE )
VS ) # 14555 On Account of Change of Venue.
FRANKLIN H. THOMPSON )

I, A. J. Stevenson, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Circuit Court aforesaid, 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 accounty is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of John H. Ingle vs. Franklin H. Thompson is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana

CLARA A. DOOLITTLE )
VS ) # 14498 On Account of Change of Venue.
FRANCES L. BENJAMIN, ET AL.)

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Ten Dollars and Fifty Cents ($10.50) in the case of Clara A. Doolittle vs. Frances L. Benjamin, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

JOSEPH W. HILL, ETC. )
VS ) # 14353 On Account of Change of Venue.
REUBEN A. SOLOMON )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Five Dollars and Fifty Cents ($5.50) in the case of Joseph W. Hill, etc. vs. Reuben A. Solomon is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14511 On Account of Change of Venue.
STANLEY J. JOHNSON, ET AL. )

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



It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Ten Dollars and Fifty Cents ($10.50) in the case of The Prudential Insurance Company of America vs. Stanley L. Johnson, et al. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana

JOSEPH R. LAWSON )
VS ) # 14569 On Account of Change of Venue.
LUVADA C. LAWSON )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Ten Dollars and Fifty Cents ($10.50) in the case of Joseph R. Lawson vs. Luvada C. Lawson is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson
Judge 55th Judicial Circuit of Indiana.

M. A. ISAACS, TRUSTEE. )
VS ) # 12773 On Account of Change of Venue.
FLETCHER AMERICAN )
NATIONAL BANK. )

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

It is by me ordered and adjudged that said account is, in all things, correct, and the amount thereof, to-wit. Seventy-Four Dollars and - - - Cents ($74.00) in the case of M. A. Isaacs, Trustee vs. Fletcher American National Bank is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against the County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher, and authority for so doing.

A. J. Stevenson

Judge 55th Judicial Circuit of Indiana.

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 10th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

MARY MORGAN )
VS ) # 14199 Judgt. vs Pltf. for Costs.
AMERICAN INCOME INS. CO.) J. D. 17, Page 16.

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

MILDRED THOMPSON )
VS ) # 14345 Judgt. vs Pltf. for Costs.
GLEN THOMPSON ) J. D. 17, Page 17.

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

FLOSSIE M. HURIN )
VS ) # 14488
VIRGIL W. HURIN )

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.

BEULAH CHRISTIE )
VS ) # 14461 Judgt. vs Pltf. for Costs.
PAUL K. CHRISTIE ) J. D. 17, Page 16.

Comes now the plaintiff, by counsel, and upon her 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, Beulah Christie, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

CLEMENT E. KELLEY, REC., ETC. )
VS ) # 14507
CHARLES SIMMONS )

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.

STATE OF INDIANA ON THE RE- )
LATION OF LUTHER F. SYMONS, )
BANK COMMISSIONER OF INDIANA. )
VS ) # 12421 ORDER DIRECTING RECEIVER TO MAKE
CITIZENS STATE BANK, ) COMPROMISE SETTLEMENT OF NOTE.
PLAINFIELD, INDIANA. )

Comes now Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, and presents his Petition asking for authority and an order to make compromise settlement of note number 23069, said note being signed by R. G. Averitt and Ercell W. Averitt, in the principal sum of $238.30, 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 are true and that in the interests of said trust said Receiver should be authorized and ordered to make settlement by compromise as in said Petition prayed for.

It is therefore now ordered and adjudged by the Court that Horace L. Hanna, Receiver of the Citizens State Bank, Plainfield, Indiana, is now authorized and directed to make settlement of note number 23069, signed by R. G. Averitt and Ercell W. Averitt, for the sum of $25.00, and upon receipt of said $25.00 to surrender to said R. G. Averitt and Ercell W. Averitt said note, said Receiver to make due report of this collection to this court.

INEZ LOWDER )
VS )
PITTSBORO WATER COMPANY ) # 13977
OF PITTSBORO, INDIANA. )

Comes now O. T. Scamahorn, President of the Board of Trustees of the town of Pittsboro, Indiana, and files his duly verified petition asking for an order directing the Clerk of this court to deliver certain bonds and papers now in said Clerk's hands, to O. T. Scamahorn, president of the Board of Trustees of the town of Pittsboro, Indiana, 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 averments therein contained are true, and that the prayer thereof should be granted.

It is therefore now ordered by the court that Frank Tucker, Clerk of the Hendricks Circuit Court, be authorized and directed to deliver all bonds and papers which were delivered to him by the receiver of the Pittsboro Water Company, Inc., to O. T. Scamahorn, president of the Board of Trustees of the Town of Pittsboro, Indiana, and take his receipt therefor.

July 1-1935, Recd. of Frank Tucker, Clerk all bonds and papers of the Pittsboro Water Company left in his custody

O. T. Scamahorn Pres.
Board of Trustees of Pittsboro, Ind.



OTTO P. STALCUP )
VS ) # 14492 Judgt. vs Deft. for Costs.
LEWIS MARSH ) J. D. 17, Page 17.

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, Otto P. Stalcup, and that said plaintiff is entitled to the possession of the real estate as described in his complaint, and that the defendant, Lewis Marsh, wrongfully withholds the same.

The Court further finds that the defendant, Lewis Marsh, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff, Otto P. Stalcup, be and he is hereby entitled to the possession of the real estate as described in the complaint.

It is further considered, ordered and adjudged by the Court, that the defendant, Lewis Marsh, 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, May 11th, 1935.

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

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

Comes now Georgia Rodenbeck, by counsel, and files supplementary petition in support of claim, which supplementary petition is in the words and figures following, to-wit: (H.I.).

FRANK H. RILEY, M.D. )
VS ) # 14472
JAMESTOWN LUMBER CO. )

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

And now the defendant prays an appeal to the Appellate Court of Indiana. And the Court being duly advised, now grants said appeal, and bond is fixed in the sum of $200.00. And now the Court approves W. O. Pinnell as surety on said bond, and sixty days are given in which to file bond and Bill of Exceptions.

CONRAD REIBE )
VS ) # 14520 Judgt. vs Pltf., for Costs.
L. PARK THORNBURG ) J. D. 17, Page 17.

Come now the parties, by counsel, and the Court having seen and examined the motion to dismiss this cause of action, heretofore filed, and being duly advised in its premises, now overrules the same.

It is, therefore, now adjudged and decreed by the Court that the plaintiff, Conrad Reibe, take nothing by this cause of action, and that the defendant recover his costs, taxed at _____dollars and _____cents.

ADALINE KENNEDY )
VS ) # 14543 Judgt. vs Pltf. for Costs.
OREN L. KENNEDY ) J. D. 17, Page 17.

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 this cause being at issue, the same is now submitted to the Court for trial, finding and decree without the intervention of a jury.

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

The Court further finds that the plaintiff's maiden name of Adaline Craven should be restored to her.

It is, therefore, considered, ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between Adaline Kennedy and Oren L. Kennedy be and they are hereby set aside and held for naught and that the plaintiff is hereby granted a divorce from the defendant.

It is further considered, adjudged and decreed by the Court that the plaintiff's maiden name of Adaline Craven be and it is hereby restored to her.

It is further considered, ordered and decreed by the Court that the plaintiff pay the costs of this action, taxed at _____dollars and_____ cents.

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

A. J. Stevenson, Judge.

Monday Morning, May 13th, 1935.

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

OREN S. HACK, REC, ETC. )
VS ) # 14337
EARL S. GARRETT, 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.).

LUCY BRIDGES )
VS ) # 14545
YOUR CAB CO. ET AL. )

Come now the parties, by counsel, and this cause being called for trial, the defendant objects to publication of depositions on file. And the Court being sufficiently advised, now overrules said objections and depositions are ordered published.

On motion of the plaintiff, this cause is continued at the cost of the plaintiff.

IMPANELLING THE PETIT JURY FOR THE MAY TERM, 1935.

The Clerk of this Court is ordered to issue venire for the jurors of the Petit Jury, requiring them to report for service in the Hendricks Circuit Court on Tuesday, May 14th, 1935.

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 14th, 1935.

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

STATE OF INDIANA )
VS )
CHARLEY DUNCAN )

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 called for trial, the defendant files affidavit for continuance, which affidavit is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said affidavit and being duly advised, said cause is continued until May 20th, 1935.

EVA MAE WEST )
VS ) # 14347
HALBERT A. WEST )

Comes now again the defendant, in person and by counsel, and said defendant is now released from Jail and ordered to appear in person before the Court, June 1st, 1935.

BURR HINTON, ADMINISTRATOR )
VS ) # 13244
MASON BRYANT )
WILLIAM JEAN BRYANT )

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 sufficiently advised in its premises, now sustains the same.

And now comes also the defendants, by counsel, and by agreement of parties in open court, this cause is venued to Putnam County, Indiana. And now this cause is sent to Putnam County, Indiana, on change of venue, and ten days are given to pay the costs and perfect change.

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

STATE OF INDIANA )
VS ) # 7568 Judgt. vs Deft. for $25.00 Fine & Costs.
W. E. PAYNE ) J. D. 17, Page 18.

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 as charged in the affidavit.

It is, therefore, now adjudged and decreed by the Court that the defendant, W. E. Payne, for the offense by him committed be, and he is fined in the sum of $25.00, and that he pay the costs of this action, taxed at _____ dollars and _____ cents.

It is further adjudged and decreed by the Court that the drivers license of said defendant be revoked for a period of six months.

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 15th, 1935.

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

STATE OF INDIANA )
VS ) # 7567
MALCOLUMHIGGINSON )

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 not guilty of second degree burglary.

And the Court being duly advised, the defendant's bond is fixed at $2000.00.

THE UNION CENTRAL LIFE )
INSURANCE COMPANY OF )
CINCINNATI, OHIO. )
VS ) # 14552
GEORGE E. MERCER, ET AL. )

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

BEN H. PHILLIPS )
VS ) # 14490
HORACE DAUM )
DORIS P. DAUM )

Comes now the plaintiff, by counsel, and files motion to amend by interlineation, 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 grants the same.

FRANCES PHILLIPS )
VS ) # 14489
HORACE DAUM, ET AL. )

Come now the parties, by counsel, and the plaintiff files affidavit for change of venue from the county, which affidavit 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 now the parties in open Court agree upon Putnam County, and this cause is sent on change of venue to Putnam County, Indiana, and the plaintiff is given five days to pay the costs and perfect change.

LA SALLE EXTENTION )
UNIVERSITY )
VS ) # 14410
JEAN L. BURNETT )

Come now the parties, by counsel, and the defendant files answer in

four paragraphs, which answer is in the words and figures following, to-wit: (H.I.). And now the plaintiff files reply, 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 all of the evidence in this cause, now takes the same under advisement.

On motion of the plaintiff this cause is dismissed, the costs on dismissal having 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.





Thursday Morning, May 16th, 1935.

Court met pursuant to adjournment,

Present Honorable A. J. Stevenson, Judge.

M. GLENN HENDERSON )

VS ) # 14574

ROY HUNTER, ET AL. )

Comes now all of the defendants except Lowell T. Jessup and Perma-Seal Products Corporation, 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 now continued until May 21st, 1935.

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 17th, 1935.

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

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

A. J. Stevenson, Judge.



Saturday Morning, May 18th, 1935.

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

STATE OF INDIANA )
VS ) # 7569
EDGAR STANLEY )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Edgar Stanley, in his own proper person, and said defendant being duly arraiged in open Court, for his plea says that he is guilty of the offense of assault & battery.

And now the Court takes this cause under advisement until 9:00 o'clock A. M. Monday, May 20th, 1935.

STATE OF INDIANA )
VS ) # 7551
GROVER McCLOUD )

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and the defendant, Grover McCloud, having failed to abide the order of the Court, heretofore made, warrant is now ordered issued for the arrest of said defendant, to the Sheriff of Hendricks County, Indiana.

INDIANA LAND AND LOAN )
COMPANY INC. )
VS ) # 13489
FRANK ZIMMERMAN )

Come now the defendants, by counsel, and file demurrer to the amended complaint, 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 plaintiff duly excepts.

And now comes 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.).

JOHN A. DUGAN )
) # 13899 Judgt. vs Pltf. for Costs,
VS J. D. 17, Page 18.
RALPH WOODRIDGE )

It appearing to the Court that this cause has been set for trial, and the plaintiff failing to appear, the same is, on motion of the Court, 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, and the plaintiff, John A. Dugan, is ordered to pay the costs of this action, taxed at _____dollars and _____ cents.

GRACE HAWHEE )
VS ) # 13749 Judgt. vs Pltf. for Costs.
WILLIAM H. WHITE ) J. D. 17, Page 19.
MARY WHITE )

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

SHERMAN RUSSELL )
VS ) # 13748 Judgt. vs Pltf. for Costs.
WILLIAM H. WHITE ) J. D. 17, Page 19.
MARY WHITE )

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, Sherman Russell, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

BECKER ROOFING COMPANY, )
A CORP. )
VS ) # 13622 Judgt. vs Pltf. for Costs.
REBECCA VEATCH ALIAS ) J. D. 17, Page 19.
REBECCA CUMMINS, )
MAYME BUTCHER. )

It appearing to the Court that this cause has been set for trial, and the plaintiff failing to appear, the same is, on motion of the Court, dismissed for want of prosecution, and the plaintiff, Becker Roofing Company, A Corp., is to pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, Becker Roofing Company, A Corp. is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

I. X. L. HANDLE CO. & )
TIRRUNG MANUFACTURING CO. )
VS. ) # 13409 Judgt. vs Pltf. for Costs.
LYLE DOTY ) J. D. 17, Page 19.
LEWIS W. POUNDS, SHERIFF )
HENDRICKS COUNTY. )

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, I. X. L. Handle Co. & Tirrung Manufacturing Co., is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ALBERT N. JOHNSON )
VS ) # 13371 Judgt. vs Pltf. for Costs.
CHARLEY PACE ) J. D. 17, Page 20.

It appearing to the Court this 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, Albert N. Johnson, is ordered to pay the costs of this action, taxed at _____ dollars and _____cents.

DANVILLE LOAN CO. )
VS ) # 13369
ORA OTENBURG )
LEONE OTENBURG )

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.

VELERA LACKEY )
VS ) # 13305 Judgt. vs Deft. for Costs.
FORN LACKEY ) J. D. 17, Page 20.

Come now again the parties, by counsel, and the Court having heretofore, heard the evidence in this cause and now being duly advised, finds against the defendant, Forn Lackey, on his cross-complaint, and that the divorce should be denied at the cost of the defendant.

It is, therefore, considered, ordered and adjudged by the Court that the divorce be and it is hereby denied, and that the defendant is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

GLOBE FERTILIZER CO. )
VS ) # 13268 Judgt. vs Deft., Curtis Wallace for
CURTIS WALLACE ) $92.00 and Costs.
RUSSELL L. WALLACE ) J. D. 17, Page 20.

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, Curtis Wallace 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, Curtis Wallace, 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, Curtis Wallace, on the note sued upon in principal and interest the sum of $77.00, and the further sum of $15.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Curtis Wallace, 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, Curtis Wallace, the sum of $92.00, together with the costs for this action, taxed at _____dollars and _____cents.

GEORGE HICKMAN )
VS ) # 13399 Judgt. vs Deft., Cleo Hubble, for $87.00 & Costs.
CLEO HUBBLE ) J. D. 17, Page 20.
ROSS ROBBINS )

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, Cleo Hubble, on the note sued upon in principal and interest the sum of $72.00, and the further sum of $15.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the defendant, Cleo Hubble, for a total of said two sums, togetner 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, Cleo Hubble, the sum of $87.00, together with the costs for this action, taxed at _____dollars and _____cents.

RUTH CARTER BY HER AGENT, )
A. J. KAHL )
VS ) # 14237 Judgt. vs Deft. for Costs.
JAY H. NEFF. ) J. D. 17, Page 21.

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, Ruth Carter by her agent, A. J. Kahl, and that said plaintiff is entitled to the possession of the real estate as described in her complaint, and that the defendant, Jay H. Neff, wrongfully withholds the same.

The Court further finds that the defendant, Jay H. Neff, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff, Ruth Carter by her agent, A. J. Kahl, be and she is hereby entitled to the possession of the real estate as described in the complaint.

It is further considered, ordered and adjudged by the Court, that the defendant, Jay H. Neff, pay the costs of this action, taxed at _____dollars and _____cents.

SAMUEL O. WINNINGS AND )
SAMUEL O. WINNINGS, ADMR. ETC. )
VS ) # 14266 Judgt. vs Deft. for Costs.
ORA WOOD. ) J. D. 17, Page 21.

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 said plaintiff is entitled to the possession of the real estate as described in his complaint, and that the defendant, Ora Wood, wrongfully withholds the same.

The Court further finds that the defendant, Ora Wood, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff be and he is hereby entitled to the possession of the real estate as described in the complaint.

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

SOLOMON A. HAYWORTH, ADMR. )
AND TRUSTEE, ETC. )
VS ) # 14344 Judgt. vs Deft. for Costs.
WILLIAM ADAMS. ) J. D. 17, Page 21.

Comes now the plaintiff, by counsel, and moves the Court to set aside the judgment of dismissal, heretofore entered. And the Court being duly ad-

vised, said motion is now sustained, and judgment of dismissal heretofore entered in this case is now vacated and cause is reinstated.

Comes now the plaintiff, by counsel, and it appearing the 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, Solomon A. Hayworth, Administrator and Trustee of the Estate of Harper E. Hayworth, Deceased, and the said plaintiff is entitled to the possession of the real estate as described in his complaint, and that the defendant, William Adams, wrongfully withholds the same.

The Court further finds that the defendant, William Adams, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff, Solomon A. Hayworth, Administrator and Trustee of the Estate of Harper E. Hayworth, Deceased, be and he is hereby entitled to the possession of the real estate as described in the complaint.

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

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

A. J. Stevenson, Judge.





Monday Morning, May 20th, 1935.

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

STATE OF INDIANA )
VS ) # 7569 Judgt. vs Deft. for $100.00 and Costs.
EDGAR STANLEY ) J. D. 17, Page 21.

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 to assault and battery, and the Court now being duly advised, renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Edgar Stanley, for the offense by him committed be and he is fined in the sum of $100.00, and that he be and he is imprisoned in the State Penal Farm for a period of six months, and that he pay the costs of this action, taxed at _____dollars and _____cents.

The Court further finds that by reason of the character of said defendant, and the facts and circumstances surrounding the commission of said crime, the 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 behavir, and that said defendant, Edgar Stanley, be permitted to go at liberty on probation so long as he behaves well.

STATE OF INDIANA )
VS ) # 7559
CHARLEY DUNCAN )

Comes now again 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 Hendricks County, Indiana, is ordered to bring into open Court the following jurors for jury services, to-wit: Curtis Stewart, W. E. Swain, Charles Robards, Paul Darnell, John Allen, Ed McCollum, Fay Scott, N. A. Wall, Harry Durham, Herman P. Garner, Edgar Milam and Raymond Fisher, 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 laws 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, May 21st, 1935.

BENJAMIN M. COUCH, BY HIS BEST)
FRIEND OSCAR G. COUCH. )
VS ) # 14590
CYRUS NICHOLSON )
CHESTER NICHOLSON )

Comes now the plaintiff, Oscar G. Couch as next friend to

Benjamin M. Couch, by counsel, and files his verified petition asking for an order authorizing and directing the Clerk to make payment of money, which petition is in the words and figures following, to-wit:

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

IN THE HENDRICKS CIRCUIT COURT

May Term, 1935.

Benjamin M. Couch,
by his next friend
Oscar G. Couch

vs

Cyrus Nicholson
Chester Nicholson

Comes now the undersigned Oscar G. Couch as next friend to Benjamin M. Couch and respectfully shows to the court that judgment has been rendered in the above entitled cause in favor of Benjamin M. Couch and said judgment in the sum of $100.00 has been paid to the Clerk of the Hendricks Circuit Court and the clerk now has said amount in his hands belonging to said minor who is now only five years of age and unable to sign his name and your petitioner respectfully asks for an order authorizing and directing the Clerk of the Hendricks Circuit Court to pay to him as such next friend the same sum of $100.00 and that the receipt of said plaintiff signed by your petitioner as his next friendshall be full and complete release of the Clerk to account further for said amount.

Benjamin M Couch,

By Oscar G. Couch
His next friend

Subscribed and sworn to before me this 8th day of May, 1935.

(SEAL)

Otis E. Gulley
Notary Public

My commission expires March 6, 1939.

And the Court having seen and examined said petition and being sufficiently advised in its premises, now approves the same and endorses his approval thereon which is as follows: "5/20/35 Examined & approved. Clerk authorized & directed to pay amount on hand to petitioner. A. J. Stevenson, Judge."

(Receipt for $100.00 in J.D.17, Page 16.)

THE UNION CENTRAL LIFE INSURANCE COMPANY )
OF CINCINNATI, OHIO. )
VS ) # 14559 Judgt. vs Defts., Edna Gordon
MARY C. ZIMMERMAN AND CHARLES F. ZIMMERMAN, ) Risk and Albert G. Risk, for
HER HUSBAND; ) $6293.19 and Costs.
EDNA GORDON RISK AND ALBERT G. RISK, ) J. D. 17, Page 22.
WIFE AND HUSBAND; )
HERMAN L. KALSO AND JUANITA B. ELSO, HIS WIFE; )
CHARLES JACOBS AND _____JACOBS, HIS )
WIFE, WHOSE CHRISTIAN NAME IS UNKNOWN. )

Comes the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, by its counsel.

Whereupon the plaintiff produces and exhibits to the court the summons issued to the Sheriff of Marion County, Indiana, for defendants, Edna Gordon Risk and Albert G. Risk, her husband, Herman L. Kelso and Juanita B. Kelso, 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 duly



served with process and notice of the filing and pendency of this action more than ten days before the 10th day of April, 1935, 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 it now appearing to the satisfaction of the court, by proof of publication of notice to defendants, Charles Jacobs and and _____Jacobs, his wife, whose Christian name is unknown, filed in this cause, which notice and proof of publication thereof are as follows, to-wit:- (Here Insert), that defendants, Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, have 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 28th, 1935, and the last on April 11th, 1935, the last publication being made more than thirty days before the 18th day of May, 1935, 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 defendants to appear and answer plaintiff's complaint.

And said defendants, Edna Gordon Risk and Albert G. Risk, her hsuband, and Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, failing to appear and answer the complaint herein, are now severally three times loudly called in open court but come not and herein wholly make default.

And now defendants, Mary C. Zimmerman and Charles F. Zimmerman, her husband, file answer to the complaint, as follows, to-wit:-(Here Insert); also, defendants, Herman L. Kelso and Juanita B. Kelso, his wife, file answer to the complaint as follows, to-wit:-(Here Insert).

And this cause, being at issue upon plaintiff's complaint, the defaults of defendants, Edna Gordon Risk, and Albert G. Risk, her husband, and Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, and the several answers to said complaint of defendants, Mary C. Zimmerman and Charles F. Zimmerman, her husband, and Herman L. Kelso and Juanita B. Kelso, his wife, is submitted to the court for trial, finding, judgment and decree without the intervention of a jury.

And the court, having heard the evidence and being fully advised, says and finds:-That the complaint in this cause was filed in the office of the Clerk of this court on the 27th day of March, 1935, and by indorsement thereon the Clerk was directed to issue summons to the Sheriff of Marion County, Indiana, for defendants, Edna Gordon Risk and Albert G. Risk, her husband, and Herman L. Kelso and Juanita B. Kelso, his wife, returnable April 10th, 1935; that pursuant to said indorsement the Clerk issued said summons, which summons was duly served by said Sheriff, as commanded, as heretofore found by the court.

The court further finds that on July 2nd, 1928, defendants, Mary C. Zimmerman and Charles F. Zimmerman, her husband, became indebted to the plaintiff, The Union Central Life Insurance Company of Cincinnati, Ohio, in the sum of $4800.00, and, as evidence of such indebtedness, on said date, made and delivered to the plaintiff their principal promissory note for the sum of $4800.00, payable on September 1st, 1938, and ten interest notes, representing the interest due on said principal note, each for the sum of $288.00 and falling due as follows: One on the 1st day of September, 1929, and

one each of the remaining interest notes on the same day of each and every year thereafter until, and including, September 1st, 1938; that to secure the payment of said principal note and said interest notes, as and when the same should severally become due and payable, said defendants, Mary C. Zimmerman and Charles F. 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 North-west quarter of the North-west quarter of Section 32, Township 16 North, Range 1 West, except 2 acres off of and across the entire South end thereof. Also,

A part of the East half of the North-west quarter of said Section 32, Township and Range aforesaid, bounded and described as follows, to-wit:- Beginning at the Northwest corner of said half quarter Section, and running thence East on and along the North line thereof to a point in the center of the Danville and North Salem Gravel Road, which point is 42.8 rods West of the Northeast corner of said quarter Section; thence South 72 degrees and 25 minutes East with the bearing of said road to where the same intersects the East line of said North-west quarter Section; thence South on and along the East line of said North-west quarter Section to the South-east corner thereof; thence West on and along the South line of said quarter Section to the South-west corner of said East half of the Northwest quarter; and thence North to the place of beginning. Estimated to contain in all 113 acres, more or less.

That said mortgage was dated July 2nd, 1928, acknowledged by the mortgagors on July 7th, 1928, filed for record in the Recorder's Office of Hendricks County, Indiana, at 11.30 o'clock A.M. on the 7th day of July, 1928, and duly recorded in Mortgage Record 87, page 83-84 of the Records of said Office.

The court further finds that since the execution of said notes and said mortgage, the mortgagors, Mary C. Zimmerman and Charles F. Zimmerman, her husband, conveyed by warranty deed the real estate described in said mortgage to defendants, Edna Gordon Risk, and Albert G. Risk, her husband; that said deed was dated December 26th, 1931, recorded January 8th, 1932 in Deed Record 140, page 71 of the Records of the Recorder's Office of Hendricks County, Indiana; that, as a part of the consideration for said conveyance, the grantees, Edna Gordon Risk and Albert G. Risk, her husband, defendants herein, assumed and agreed to pay plaintiff's said mortgage.

The court further finds that each of said interest notes was paid as it became due until September 1st, 1932; that the interest note falling due on September 1st, 1932, was not paid in full on the due date thereof but there was a payment thereon of $31.27; that the interest notes falling due on September 1st, 1933, and on September 1st, 1934, are, each and all, unpaid; that each of said interest notes, due and unpaid, draws interest at the rate of eight per centum per annum after maturity until paid, and each is payable without relief from valuation or appraisement laws.

The court further finds that by the terms of the principal note, and the mortgage to secure the same, the plaintiff is entitled to declare, and has so declared, on, to-wit:-the 26th day of March, 1935, the entire debt secured by said mortgage, and unpaid, due; that the principal note draws interest as follows: From September 1st, 1934, to March 26th, 1935, at the rate of six per centum per annum, and from and after March 26th, 1935, to May 20th, 1935, at the rate of eight per centum per annum, and is payable without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon its complaint, that the material allegations thereof are true, and that there is now due the plaintiff, and unpaid, upon said complaint the following sums and amounts, to-wit:-

| | |
|---|---|
| Principal note and debt, principal and interest, | $5021.60; |
| Interest note due September 1st, 1932, with interest, | $ 308.99; |
| Interest note due September 1st, 1933, with interest, | $ 327.61; |
| Interest note due September 1st, 1934, with interest, | $ 304.57; |
| Amount advanced for insurance, with interest, | $ 72.92; |
| Advanced for abstract, | $ 7.50; |

That the plaintiff was obliged to employ an attorney to bring



and prosecute a suit for the collection of said notes, and for the foreclosure of said mortgage; that said notes and said mortgage, severally, provide for the payment of a reasonable attorney's fee in case they are placed in the hands of an attorney for collection, and that a reasonable fee for plaintiff's attorney is $250.00; that each and all of said sums aforesaid found due the plaintiff are secured by the mortgage sought to be foreclosed in this proceedings, and that the plaintiff is entitled to recover a judgment against defendants, Edna Gordon Risk and Albert G. Risk, her husband, and against each one of them severally, for a total of said several sums, in, to-wit:-the sum of $6293.19, and the costs of this action, and accruing costs, all without relief from valuation or appraisement laws.

The court further finds for the plaintiff upon its complaint, that it is entitled to have the mortgage set out and described therein foreclosed and the real estate described in said mortgage sold to pay and satisfy the amount found due the plaintiff, and the costs and expenses of this action, and the costs and expenses of said sale.

The court further finds that defendants, Edna Gordon Risk and Albert G. Risk, her husband, Herman L. Kelso and Juanita B. Kelso, his wife, have no interest whatever in and to the real estate described in plaintiff's mortgage, or has any one, or more, of said defendants any interest thereon; that defendants, Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, are the present owners, in fee-simple, of the real estate described in plaintiff's said mortgage; that at no time, however, since the filing of the complaint in this cause have said defendants, Charles Jacobs and _____Jacobs, his wife, whose Christian name is unknown, or either of them, been in the actual possession and occupancy of said real estate, either in person or by tenant; that said premises is in a run-down neglected condition, the fences not being sufficient to turn stock, or to protect growing crops, and that the buildings are not in good repair; that the value of said real estate is insufficient to pay and discharge plaintiff's claim and debt, and that a receiver should be appointed to take charge of said premises during the continuance of this case, and during the year of redemption, rent the same, collect the rents, issues and profits thereof, all subject to the further order of the court.

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 defendants, Edna Gordon Risk and Albert G. Risk, her husband, and from each one of them severally, the sum of $6293.19, and its costs in this action, taxed at $32.21, and accruing costs, all without relief from valuation or appraisement laws, said judgment to draw interest at the rate of eight per centum per annum from and after the date of rendition thereof, May 20th, 1935.

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 all of the defendants to this action, and that the equity of redemption of said defendants, or any one of them, and of all persons claiming from, under, by, or through them, or any one 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 the right, title, interest and claims of the defendants herein, and of all persons claiming from, under, or through them, or any one of them in

and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Hendricks County, Indiana, as lands are sold on execution, the sale thereof to be without relief from valuation or appraisement laws, and free from all claims of any of the defendants herein, and of all persons claiming by, under or through them or any one of them, except the statutory right of any one or more of said defendants 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 its complaint, being the amount of the judgment heretofore rendered herein, together with interest thereon from the 20th day of May, 1935, to date of sale, at the rate of eight per centum per annum;

Third:- The overplus, if any, the Sheriff is ordered to pay into court for the use and benefit of the 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, judgment and interest, the residue thereof, so remaining unpaid, shall be made out of the goods and chattels, lands and tenements of the defendants, Edna Gordon Risk and Albert G. Risk, her husband, or from the goods and chattels, lands and tenements of any one of said defendants, subject to execution, and the sale thereof shall be made without relief from valuation or appraisement laws.

It is further considered and adjudged by the court that a receiver be appointed to take charge of, and care for, the Real Estate described in the complaint, collect the rents, issues, and profits thereof during the further pendency of this action and during the year of redemption, and hold such rents and profits subject to the order of the court; and the court fixes the bond of such receiver at $700.00.

And the court, being advised, appoints John C. Taylor as such receiver. And now comes the said John C. Taylor, accepts said appointment and tenders his receiver's bond, as ordered, which bond the court approves, indorsing his approval thereon. And now the said John C. Taylor takes and subscribes an oath for the faithful discharge of his duties as such receiver. Said bond, with the court's approval indorsed thereon, and the oath taken and subscribed by the said receiver are as follows, to-wit:- (Here Insert). And now said receiver is ordered to take upon himself the administration of his duties under this appointment.

It is now 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.

And further proceedings herein are continued.

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 21st, 1935.

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

THE CITIZENS STATE BANK )
OF STILESVILLE )
VS ) # 14073
ARTHUR J. HADLEY, ET AL. )

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.

P. E. McGHEE, DOING BUSINESS )
AS THE McGHEE BROS. EXCAVATORS.)
VS ) # 14047 Judgt. vs Pltf. for Costs.
JOHN L. DUVALL. ) J. D. 17, Page 22.

It appearing to the Court that this cause has been set for trial, and the plaintiff failing to appear, this cause is now dismissed by the Court for want of prosecution at the cost of the plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is hereby dismissed for want of prosecution, and the plaintiff, P. E. McGhee, doing business as The McGhee Bros. Excavators, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

BERNICE E. SHIRLEY )
VS ) # 14096
AUBREY WALKER, 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 said parties, this cause is sent on change of venue to Marion County, Indiana, and the defendant is given five days to pay the costs and perfect change.

STATE OF INDIANA )
VS ) # 7559
CHARLEY DUNCAN )

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 taking of evidence is continued and concluded.

And now arguments are heard and concluded, and at the close of said arguments, the Court instructs the jury in writing, giving instructions numbered one to _____ inclusive, to the giving of each one of which the defendant duly objects and excepts.

The jury now 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.).

EDWARD EVENS, ET AL. )
VS ) # 14060 Judgt. vs Defts. for Costs.
JOSEPH UNDERWOOD, ET AL. ) J. D. 17, Page 22.

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 defendants have been duly served with process more than ten days before the day fixed by the plaintiffs by indorsement on their complaint for the defendants to appear and answer said complaint, and said defendants are three times audibly called in open court but come not and herein wholly makes default.

And 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 said plaintiffs are the owners of and entitled to the immediate possession of the real estate as described in their complaint, and that the defendants, Joseph Underwood and William Underwood, wrongfully withholds the same.

The Court further finds that the defendants, Joseph Underwood and William Underwood, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiffs, Edward Evens and Mary S. Evens, be and they are hereby the owners of and entitled to the immediate possession of the real estate as described in their complaint.

It is further considered, ordered and adjudged by the Court, that the defendants, Joseph Underwood and William Underwood, 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, May 22nd, 1935.

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

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 13039
ROBERT W. THOMSPON, 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 sufficiently advised in its premises now approves the same.

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

JAMES B. RAY AND )
ANGEL RAY )
VS ) # 13046
W. A. OPPLE AND )
HELEN OPPLE )

Come now the defendants, by counsel, and ask permission to withdraw their demurrer heretofore filed in this cause. And the Court being duly advised, permission is now granted and demurrer is withdrawn.

And now the defendant, W. A. Opple, files motion to make more specific, which motion is in the words and figures following, to-wit: (H.I.).

VAN CAMP HARDWARE ) Judgt. vs Pltf. for Costs.
& IRON COMPANY. ) Judgt. vs Deft. for $25.15.
VS ) # 14081 J. D. 17, Page 22.
VAUGHN & SON. )

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 on the account sued upon the sum of $25.15, and that the plaintiff is entitled to a judgment against the defendant, Vaughn & Son, for said amount, at the cost of the plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, Vaughn & Son, the sum of $25.15.

It is further considered, ordered and adjudged by the Court that the plaintiff, Van Camp Hardward & Iron Company, pay the costs of this action, taxed at _____dollars and _____cents.

STATE OF INDIANA, EX REL, )
CLEOTA PEARSON )
VS ) # 14503
FRANK BARKHUS )

Come now the parties, by counsel, and Harney F. Semones appears for the defendant.

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 case, said case is now continued for further evidence.

The relatrix now files motion to require new bond, which motion is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said motion and it appearing to the Court that the bond heretofore issued has expired, the defendant is now required to give new bond in the sum of $500.00 conditioned as by law required.

And now the said defendant is remanded to the custody of the Sheriff of Hendricks County, Indiana, pending execution of the bond.

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 23rd, 1935.

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

OREN S. HACK, RECEIVER ETC. )
VS ) # 14337
EARL S. GARRETT, 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 sufficiently 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 five days are given in which to pay the costs and perfect change.

DELPHIA YAPP )
VS ) # 14142 Judgt. vs Pltf. for Costs.
HAROLD H. NEVINS ) J. D. 17, Page 23.

Comes now the defendant, by counsel, and upon his motion this cause is now dismissed by the Court for want of prosecution, at the cost of the plaintiff.

It is, therefore, considered, ordered and adjudged by the Court that this cause be and the same is here by dismissed by the Court for want of prosecution, and the plaintiff, Delphia Yapp, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

ELBERT F. RAWLINGS )
VS ) # 13954 ORDER APPROVING PARTITION SALE
SUSAN LILLIE RAWLINGS )

Come now the parties and comes also Claude W. Gladden, commissioner heretofore appointed, and files report of sale of 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 to Clyde Rawlings, for the sum of Four Thousand ($4000.00) Dollars, that being the highest and best bid received, and the full appraised value thereof; that said purchaser has paid cash therefor, pursuant to the terms of sale and which cash is now by said commissioner brought into court. And the court being sufficiently advised in the premises, now in all things approves said report and ratifies and confirms said sale; and said commissioner is ordered to execute to said purchaser a deed 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.

The court further orders and directs said commissioner, after the payment of all proper costs and allowances to distribute without delay the 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 this cause is continued for report of said commissioner.

M. GLENN HENDERSON )
VS ) # 14574
ROY HUNTER, ET AL. )

Comes now the plaintiff, by counsel, and dismisses this cause of action as to the defendants Charles H. Royster and Clifford G. Askin.

And now comes the defendant, Lowell T. Jessup, 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.). And the Court having seen and examined said motion and being sufficiently advised in its premises, now sustains the same, and the Court submits the names of Judge Paul E. Laymon, Judge C. C. Gillen and Walter Spencer, as a list from which to strike. The defendant strikes the name of Walter Spencer, the plaintiff strikes the name of Judge Paul E. Laymon, and the Court now appoints Judge C. C. Gillen of the Putnam Circuit Court as Special Judge to try this cause.

INDIANA LIBERTY MUTUAL )
INSURANCE COMPANY )
VS ) # 14479 Judgt. vs Deft. for $60.75 and Costs.
SHIRLEY E. BIRKEY ) J. D. 17, Page 23.

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 now the plaintiff dismisses the first paragraph of complaint.

This cause now being at issue, the same is now submitted on the second paragraph of complaint 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, in principal and interest the sum of $60.75, and the plaintiff is entitled to a judgment against the defendant, Shirley E. Birkey, for said amount, 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, Shirley E. Birkey, the sum of $60.75, together with the costs for this action, taxed at _____ dollars and _____ cents.

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

A. J. Stevenson, Judge.





Friday Morning, May 24th, 1935.

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

RUSSELL MILLER )
VS ) # 14274
JOSEPH M. MILLER )

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

CONRAD REIBE )
VS ) # 14520
L. PARK THORNBURG )

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

FRANK W. HECKMAN, REC'R.)
VS ) # 14568
CARL V. SPICKELMIER )

Come now the parties, by counsel, and the Court having seen and examined the defendant's motion to reconsider the ruling on the demurrer, heretofore filed, and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects.

And now on motion of the plaintiff, all depositions on file are ordered published.

STATE OF INDIANA )
VS ) # 7570
JAMES MAYO )
CALVIN WELLS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendants, James Mayo and Calvin Wells, in their own proper persons, who each being duly arraigned in open Court for his plea says that he is guilty of petit larceny.

And the Court now takes this cause under advisement, and each defendant is permitted to go on his own recognizance until 9:00 o'clock A. M. Monday, May 27th, 1935.

INDIANAPOLIS LIFE INSURANCE )
COMPANY )
VS ) # 14145 Judgt. vs Pltf. for Costs.
GILLIAM J. CAIN, ET AL. ) J. D. 17, Page 23.

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, Indianapolis Life Insurance Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FAIRMOUNT GLASS )
WORKS, INC. )
VS ) # 14161 Judgt. vs Pltf. for Costs.
APPLEDALE FRUIT ) J. D. 17, Page 24.
FARM, INC. )

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, and the plaintiff, Fairmount Glass Words, Inc., is ordered to pay the costs of this action, taxed at _____dollars and_____ cents.

BENJAMIN W. BARKER )
VS ) # 14432
TONY A. LUX )

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: Curtis Stewart, W. E. Swain, Charles Robards, Paul Darnell, John Allen, Ed McCollum, Fay Scott, John Husted, Harry Durham, Otto Lowe, Edgar Milam and Raymond Fisher, 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 laws 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. Saturday, May 25th, 1935.

OSCAR H. ROGERS )
VS ) # 14558 Judgt. vs Deft. for Costs.
JOHN L. DAVIS ) J. D. 17, Page 24.

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 said plaintiff is the owner of and entitled to the immediate possession of the real estate described in his complaint, and that the defendant, John L. Davis, wrongfully withholds the same.



The Court further finds that the defendant, John L. Davis, should pay the costs of this action.

It is, therefore, considered, ordered and adjudged by the Court, that the plaintiff, Oscar H. Rogers, be and he is hereby the owners of and entitled to the immediate possession of the real estate as described in his complaint.

It is further considered, ordered and adjudged by the Court that the defendant, John L. Davis, 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.

C. J. Stevenson, Judge.

Saturday Morning, May 25th, 1935.

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

BENJAMIN W. BARKER )
VS ) # 14432
TONY A. LUX )

Come now again the parties, in person and by counsel, and the plaintiff now dismisses the second paragraph of complaint.

The evidence is now continued, and after hearing a part of the evidence in this case, the jury is permitted to separate under proper instruction until 9:00 o'clock A. M. Monday, May 27th, 1935.

INDIANA ROAD PAVING COMPANY )
VS ) # 14539
JAMES F. SMITH, ET AL. )

Comes now the Ladoga Building Loan Fund and Savings Association, 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., Monday,
Record read and signed in open court.

A. J. Stevenson, Judge.



Monday Morning, May 25th, 1935.

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

GEORGE C. FOREMAN )
VS ) # 14551
ELSIE JOHNSON, ET AL. )

Comes now A. J. Kahl, herein, and withdraws his appearance for the defendant, Elsie Johnson.

STATE OF INDIANA )
VS ) # 7571
HARRY CUMMINGS )
ROBERT BURGIN )

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 each of their pleas says that they are guilty.

And now the defendant, Harry Cummings, is permitted to go on his own recognizance on surrender of his driver's license, and the defendant, Robert Burgin, is committed to jail, and the Court takes this cause under advisement.

BENJAMIN W. BARKER )
VS ) # 14432
TONY A. LUX )

Come now again the parties, in person and by counsel, and the jury is again brought into Court, and the taking of evidence in continued and concluded. At the close of all of the evidence, the plaintiff tenders instructions number one to four inclusive, and the defendant tenders instructions number one to four inclusive. The Court refuses to give each of the instructions tendered by the plaintiff, to the refusal of each one of which the plaintiff objects and excepts, and the Court also refuses to give each of the instructions tendered by the defendant, to the refusal of each one of which the defendant duly objects and excepts.

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

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

And now all of the instructions tendered and refused and all memorandum thereon and exceptions thereto are ordered filed with the Clerk herein and ordered made a part of the record herein and recorded in the proper order book of this Court, and all of said instructions requested, whether given or refused and all instructions given by the Court of its own motion together with the memorandum and exceptions endorsed thereon are now filed with the Clerk of this Court at the close of the instructions to the jury, and are in the words and figures following, to-wit: (H.I.).

And afterwards, the jury is again brought into Court and returns a verdict for the plaintiff in the sum of $600.00, which verdict is in the words and figures following, to-wit: (...).

Monday, May 27th, 1935, and the 19th day of the May Term, 1935.

BENJAMIN W. BARKER )
VS ) CAUSE NUMBER 14432
TONY A. LUX )

We, the jury, find for the plaintiff and assess his damages in the sum of $600.00.

John W. Allen
F O R E M A N

STATE OF INDIANA )
VS ) # 7570 Judgt. vs Each Deft. for $10.00 Fine & Costs.
JAMES MAYO ) J. D. 17, Page 24.
CALVIN WELLS )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also each defendant, in his own proper person, and said defendants having heretofore plead guilty to petit larceny, and the Court now being duly advised, the Court now renders the following judgment.

It is, therefore, now adjudged and decreed by the Court that each defendant, James Mayo and Calvin Wells, for the offense by him committed be and he is hereby fined in the sum of $10.00, and that each pay the costs of this action, taxed at _____ dollars and _____cents, and that said defendants are given until July 1st, 1935, to pay the fine and costs.

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



Tuesday, May 28th, 1935, and the 20th day of the May Term, 1935.

Tuesday Morning, May 28th, 1935.

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

MATTHEW MARTIN GARRITY)
VS ) # 14455
CLIFFORD L. HADLEY )

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 STATE OF INDIANA, )
EX REL GEORGE S. TENNEY, )
ETC., )
VS ) # 14216 Judgt. vs Pltf. for Costs.
AL FEENEY, ETC., ET AL. ) J. D. 17, Page 25.

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, and the plaintiff, The State of Indiana, Ex Rel George S. Tenney, Etc., 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, May 29th, 1935.

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

CHARLES M. CLAYTON, ET AL. )
VS ) # 14542
ALLIANCE INSURANCE CO. OF )
PHIL., ET AL. )

Comes now the defendant, Alliance Insurance Company of Philadelphia, by counsel, and the Court having seen and examined the defendant's motion to strike out parts of the amended complaint, heretofore filed, and being duly advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects and expcets.

And now the defendant is ruled to answer the complaint on or before June 3rd, 1935.

The defendant's motion to strike out interrogatories, heretofore filed, is take under advisement until after answer is filed.

FANNIE M. KERSHAW )
VS ) # 14423 Judgt. vs Deft. for Costs.
THOMAS W. KERSHAW ) J. D. 17, Page 25.

Comes the plaintiff in person and by counsel. Whereupon the plaintiff produces and exhibits to the court the summons issued to the Sheriff of Hendricks County, Indiana, for the defendant, Thomas W. Kershaw, and from which summons and the return of said Sheriff indorsed thereon, the court finds that said defendant was duly served with process and notice of the filing and pendency of this action more than ten days before the 19th. day of October, 1934, the day fixed by the plaintiff, by indorsement upon her complaint, for said defendant to appear and answer the complaint herein. Said summons and Sheriff's return indorsed thereon are as follows, to-wit:-(Here Insert).

And said 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 this cause, being at issue upon plaintiff's complaint and the default of the defendants, is 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 her complaint, that the material allegations thereof are true and that she is entitled to an absolute divorce from the defendant upon the grounds therein alleged.

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

It is further ordered and adjudged by the court that the defendant, Thomas W. Kershaw, pay the costs of this action, taxed at $_____.

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



BERGEN LA GRANGE )
VS ) # 13340
DANVILLE SOUTH CEMETERY, )
A CORP., ET AL. )

Comes now the duly appointed, qualified and acting receiver, by counsel, and files his final report of distribution, 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 the balance on hands is ordered paid to the Clerk of the Hendricks Circuit for distribution.

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

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

A. J. Stevenson, Judge.

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(NO COURT)



Friday Morning, May 31st, 1935.

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

GARNET PATRICK, GUARDIAN OF )
SHIRLEY FAUN PATRICK )
VS ) # 14272 Judgt. vs Pltf. for Costs.
GEORGE M. GIVANS, ADMR., ETC. ) J. D. 17, Page 25.

On motion of the Court, 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 Garnet Patrick, Guardian of Shirley Faun Patrick, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

FORMAN D. McCURDY, REC'R. )
VS ) # 14554
BARTLEY H. KOLLMAN, ET AL. )

Come now the parties, by counsel, and upon their motion the complaint and cross-complaint are now 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.

THE STATE OF INDIANA ON )
RELATION OF CLEOTA PEARSON )
VS ) # 14503 JUDGMENT Judgt. vs Deft. for $300.00 & Costs.
FRANK BARKHUS ) J. D. 17, Page 25.

Come now the parties by counsel and the cause being at issue is submitted to the court for trial without the intervention of a jury and the court having heard the evidence and being advised in the premises finds for the said relatrix, that the allegations of the plaintiff's complaint are true, and that the said relatrix has been delivered of a bastard child and that the defendant is the father of the said child.

It is further considered and adjudged by the court that the said relatrix recover of the said defendant the sum of three hundred ($300.00) dollars, to be paid as follows: one hundred ($100.00) dollars in cash upon this date and three ($3.00) dollars per week until the remaining sum of two hundred ($200.00) dollars is paid. And the payment of the said sum of three hundred ($300.00) dollars shall constitute a full and complete settlement of all liability of the defendant, Frank Barkhaus for support and maintenance of said bastard child.

The payments of three ($3.00) dollars per week to be paid to the Clerk of the Hendricks Circuit Court for said bastard child, the first payment to be made the 8th day of June, 1935, and same amount each week thereafter.

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

And now the defendant is released from custody pending the carrying out of the order and judgment of the Court.
Dated this the 31st day of May 1935.

DAN YOUNGMAN )
VS ) # 14287 Judgt. vs Deft. for $57.85 and costs.
HENRY SPREEN ) J. D. 17, Page 26.

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 sufficiently advised, finds for the plaintiff, and that there is due the plaintiff from the defendant on the judgment sued upon the sum of $57.85, and that the plaintiff is entitled to a judgment against the defendant, Henry Spreen, 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, Henry Spreen, the sum of $57.85, together with the costs for 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 1st, 1935.

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

IDA LEE )
VS )
MARTINSVILLE SCHOOL ) # 14379
CITY )

Come now the parties, by counsel, and the Court having seen and examined the demurrer to the complaint, heretofore filed, and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court the defendant duly objects and excepts.

And now the defendant is ruled to answer on or before June 10th, 1935.

FRANCES DAVENPORT )
VS ) # 14523
RED CAB, INC., ET AL. )

Comes now the plaintiff, by counsel, and files motion to dismiss this cause of action, the defendants having heretofore paid the costs on dismissal, 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 finds that this cause should be dismissed, and that the costs herein are paid in full upon said dismissal.

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

WALTER W. KELLER )
VS ) # 14453 Judgt. vs Pltf. for Costs.
JEFFERSON SCHOOL TOWNSHIP ) J. D. 17, Page 26.
PUTNAM COUNTY, INDIANA. )

Come now again the parties, by counsel, and the Court having heretofore heard the evidence in this cause and being duly advised, now finds for the defendant.

It is, therefore, now adjudged and decreed by the Court that the plaintiff take nothing by reason of his complaint herein, and that the defendant recover its costs from the plaintiff, Walter W. Keller, taxed at _____dollars and _____cents.

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

Monday Morning, June 3rd, 1935.

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

STATE OF INDIANA )
VS ) # 7572.
HAROLD PHILLIPS )

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 of the charge of failure to support children.

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

STATE OF INDIANA )
VS ) # 7573 Judgt. vs Deft. for $5.00 Fine & Costs.
MAURICE JOHNSON ) J. D. 17, Page 26.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Maurice Johnson, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of the charge of carring concealed weapon.

It is, therefore, now adjudged and decreed by the Court that the defendant, Maurice Johnson, 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 now the defendant, Maurice Johnson, is released on probation to his father pending payment of fine and costs.

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 4th, 1935.

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

STATE OF INDIANA )
VS ) # 7574 Judgt. vs Deft. for $10.00 Fine & Costs.
LESTER WALL ) J. D. 17, Page 26.

Comes now the State of Indiana by John A. Kendall, prosecuting attorney, and comes also the defendant, Lester Wall, in his own proper person, who being duly arraigned in open Court, for his plea says that he is guilty of the charge of assault and battery.

It is, therefore, adjudged and decreed by the Court that the defendant for the offense by him committed, be and he is fined in the sum of $10.00 and that he be and he is imprisoned in the State Penal Farm for a period of thirty days, and that he pay the costs of this action, taxed at _____dollars and _____cents, and that he stand committed until the fine and costs are paid.

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

A. J. Stevenson, Judge.

Wednesday Morning, June 5th, 1935.

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

STATE OF INDIANA )
VS ) # 7567
MALCOLUM HIGGINSON )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney and comes also the defendant, Malcolum Higginson, in his own proper person and by counsel, and the said defendant now withdraws his plea of not guilty and enters his plea of guilty to this charge.

And now the Court takes this cause under advisement.

WILLIAM J. ROSS )
VS ) # 14570
FRED COOK, ET AL. )

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

EDWARD SIMMONS )
VS ) # 14553
FRED COOK, ET AL. )

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

THE UNION CENTRAL LIFE )
INSURANCE COMPANY OF )
CINCINNATI, OHIO. )
VS ) # 14552
GEORGE E. MERCER, ET AL. )

Come now again the parties, by counsel, and the Court having seen and examined the motion to strike out, 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 the defendant is ruled to answer on or before June 12th, 1935.

MARCELLA STANFIELD, )
by Clyde Stanfield, )
her next Friend. )
VS ) # 14420 JUDGMENT ENTRY. Judgt. vs Deft. for $50.00 & Costs.
CLAUDE W. GLADDEN. ) J. D. 17, Page 28.

Come now the parties by counsel, and this cause being at issue, is submitted to the court for trial without the intervention of the jury, and the court having heard the evidence and the arguement of counsel, and being duly advised in the premises, finds for the plaintiff, that the allegations of the plaintiff's complaint are true and that the plaintiff should recover of and from the defendant the sum of $50.00 and her costs.



IT IS, THEREFORE, CONSIDERED ADJUDGED AND ORDERED BY THE COURT that the plaintiff have and recover from the defendant the said sum of $50.00, together with her costs herein without relief from valuation appraisement and exemption laws.

And comes now the plaintiff and files her petition in writing herein showing that she is a minor without a lawfully appointed guardian and asking an order directing the clerk of the court to pay any money received on the above judgment direct to said minor which application reads as follows ( H. I. ), and the court having heard the statements of counsel and being satisfied that it will be to the benefit of said minor to have said money so paid to said minor.

THEREFORE IT IS ORDERED that the clerk pay to said minor said sum of money herein adjudged, being less than One Hundred Dollars and the recept of said minor or her attorney to the clerk shall be a sufficient voucher and said clerk shall thereupon be discharged and released from all liability for any sum so paid, to such minor.

SIDWAY S. CLEMENT )
VS ) # 14419 Judgt. vs Pltf. for Costs.
CLAUDE W. GLADDEN ) J. D. 17, Page 28.

Comes now the plaintiff, by counsel, 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, Sidway S. Clement, is ordered to pay the costs of this action, taxed at _____dollars and_____ cents.

LANA W. CLEMENT )
VS ) # 14361 Judgt. vs Pltf. for Costs.
CLAUDE W. GLADDEN ) J. D. 17, Page 28.

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

STATE OF INDIANA
IN THE HENDRICKS CIRCUIT COURT
ETHYL L. OSBORN
VS RULE TO SHOW CAUSE
ROLAND OSBORN

Roland C. Osborn, having fuled 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
IN THE HENDRICKS CIRCUIT COURT
ETHYL L. OSBORN
VS
ROLAND C. OSBORN

Roland C. Osborn, who being first duly sworn upon his oath says and

informs this court, that on the 18th day of June 1934, the Honorable A. J. Stevenson, Judge of the Hendricks Circuit Court heard the evidence on a petition filed in the above entitled cause of action, which petition was for the care and support and custody of his minor child Wayne Osborn, and for the enforcement of the order as made by this Court in said cause when said divorce was granted; That said court had full and complete jurisdiction over the issue and the parties in said suit and was in session.

That on the 18th day of June 1934, in open court and in the presence of Ethyl L. Osborn, also in the presence of Wayne Osborn, to-gether with in the presence of John A. Royce Attorney for Ethyl L. Osborn, This Court rendered his final decision on said petition for said minor child Wayne Osborn. And that said custody was there on given and awarded to the father Roland C. Osborn, the petitioner therein.

This affiant further says and informs this Court that the said Ethyl L. Osborn has not complied with said order of Court in surrendering the custody of Wayne Osborn to his father, this affiant: That this affiant called at the home of Ethyl L. Osborn on numerous occasions and that he did not find any one there; That Ethyl L. Osborn was notified by her attorney John A. Royce to have Wayne Osborn in the Hendricks Circuit Court on Wednesday morning June 27th, 1934, and that she failed to do so; Affiant would further say and inform this court that Ethyl L. Osborn was served with a Rule To Show Cause in a Contempt of Court proceeding issued by the Judge of the Hendricks Circuit Court, that said Rule to show cause ordered said Ethyl L. Osborn to appear before the Honorable Judge of the Hendricks Circuit Court on the morning of June 30th, 1934, to show cause why she should not be punished for contempt of court; that on said date and at the time set for hearing the said Ethyl L. Osborn did not appear, although there was in the clerks office of Hendricks County, Indiana a return on the said Rule To Show Cause; That Ethyl L. Oscorn had been served with a copy of said Rule; That on the 12th day of July 1934 this affiant demanded personally of Ethyl L. Osborn the care and custody of said child Wayne Osborn, and on said date the said Ethyl L. Osborn refused to surrender the custody of said child to his father, as according to the order of the court.

Affiant would further inform this court that the said Ethyl L. Osborn has had the care and custody of the said Wayne Osborn since the making of the decree, as here to fore set out, and that she has said child at this date.

ROLAND C. OSBORN

Subscribed and sworn to before me this 3rd day of June 1935

Frank Tucker

Clerk, Hendricks Circuit Court

It is therefore ordered by this Court that the said Ethyl L. Osborn be and appear in this Court on the 8 day of June 1935, at 9 A.M. to show cause, if any why she should not be attached and punished for a contempt of court.

A. J. Stevenson
Judge, Hendricks Circuit Court.

SYLVESTER THOMAS )
VS ) # 14352 Judgt. vs Deft. for $223.87 and Costs.
WILLIAM P. JOHNSON ) J. D. 17, Page 28.

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 on the notes sued upon in principal and interest the sum of $203.87, and the further sum of $20.00 as a fee for the plaintiff's attorney, and that the plaintiff is entitled to a judgment against the said defendant, William P. Johnson, for a total of said two sums, together with the costs for this action, all without relief from valuation or appraisement laws.

It is, therefore, considered, ordered and adjudged by the Court that the plaintiff have and recover of and from the defendant, William P. Johnson, the sum of $223.87, together with the costs for this action, taxed at _____dollars and _____cents, all without relief from valuation or appraisement laws.

STATE OF INDIANA )
VS ) # 7572 Judgt. vs Deft. for $3.00 per week.
HAROLD PHILLIPS ) J. D. 17, Page 29.

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, with the consent of the defendant, finds that the defendant, Harold Phillips should pay to the Clerk of the Hendricks Circuit Court, for the support of his minor children, the sum of $3.00 per week, the first payment to be made on or before June 15th, 1935, and a like sum each week thereafter until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Harold Phillips be and he is hereby ordered to pay to the Clerk of the Hendricks Circuit Court, for the support of his minor children, the sum of $3.00 per week, the first payment to be made on or before June 15th, 1935, and a like sum each week thereafter 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, June 6th, 1935.

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

STATE OF INDIANA )
VS ) # 7567 Judgt. vs Deft. for Costs.
MALCOLUM HIGGINSON ) J. D. 17, Page 29.

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, Malcolum Higginson, in his own proper person, and said defendant having heretofore plead guilty as charged in the affidavit, the Court now renders judgment.

It is, therefore, now adjudged and decreed by the Court that the defendant, Malcolum Higginson, 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, that his true age is twenty-two, 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, June 7th, 1935.

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 the plaintiff, by counsel, and upton 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.

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 8th, 1935.

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

KATHERINE BERRY )
VS ) # 14571
JAMES W. BERRY )

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

ERNEST A. GRAY )
VS ) # 14360. Judgt. vs Deft. for $2000.00 & costs.
ENOCH HAYNES ) J. D. 17, Page 29.

Comes now Otis E. Gulley and withdraws his appearance herein as attorney for said defendant.

Now comes the plaintiff in person and by his attorneys, and it appearing to the court by the summons herein, and the return of the sheriff endorsed thereon, that said defendant has been served with process more than ten days before the first day of the September Term, 1934, of this court, which said summons and return of the sheriff thereon are in words and figures as follows: (H.I.)

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

And now this cause being at issue on the default of said defendant the same is submitted to the court, without the intervention of a jury, for trial, finding and decree, and the court having heard the evidence and being duly advised in the premises finds for the plaintiff, and that the allegations of plaintiff's complaint are true, and that said plaintiff has been damaged by said defendant on account of the acts complained of in said complaint and upon the cause of action sued upon, the sum of Two Thousand Dollars, and that there is due plaintiff from defendant on said cause of action the said sum of $2000.00.

It is therefore considered and adjudged by the court that the plaintiff have and recover of and from said defendant the sum of Two Thousand ($2000.00) Dollars, together with the costs of this action.

FLOSSIE M. HURIN )
VS ) # 14593 Judgt. vs Deft. for $10.00 Per Week.
VIRGIL W. HURIN ) J. D. 17, Page 30.

Comes now the defendant, in person and by counsel, and comes also the plaintiff, in person and by counsel, and the Court having heard the evidence in this cause and being duly advised, now finds that the defendant should pay to the Clerk of this Court for the support of the plaintiff and her children, the sum of $10.00 per week, the first payment to be made on the 8th day of June, 1935, and a like sum each week thereafter until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court that the defendant, Virgil W. Hurin, be and he is hereby ordered to pay to the Clerk of this



Court for the support of the plaintiff, Flossie M. Hurin, and her children, the sum of $10.00 per week, the first payment to be made on the 8th day of June, 1935, and a like sum each week thereafter until further order of the Court.

STATE OF INDIANA )
VS ) # 7551
GROVER McCLOUD )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, in his own proper person, and pays to the Clerk of the Hendricks Circuit Court the sum of $50.00, and the said defendant, Grover McCloud, is now released from custody pending his performance of order heretofore made.

And now the Clerk of the Hendricks Circuit Court is directed to pay to Nannie McCloud, for support of child, the sum of $10.00 per month on the first day of each month hereafter until the funds paid in are exhausted.

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 10th, 1935.

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

IDA LEE )
VS ) # 14379
MARTINSVILLE SCHOOL )
CITY )

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

STATE OF INDIANA )
VS ) # 7575
JOHN FULKNER )

Comes now the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also the defendant, John Fulkner, in his own proper person, who being duly arraigned in open Court for his plea says that he is guilty of public intoxication.

And the Court now takes this cause under advisement.

LADOGA CANNING CO. )
VS ) # 14421 Judgt. vs Pltf. for Costs.
JAMES M. WALSH ) J. D. 17, Page 30.

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, Ladoga Canning Company, is ordered to pay the costs of this action, taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.



Tuesday Morning, June 11th, 1935.

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

GAYLORD LUTZ )
VS ) # 14356 E N T R Y. Judgt. vs Pltf. for Costs.
CHARLES LEHR ) J. D. 17, Page 30.

Comes now the plaintiff, Gaylord Lutz, by Paul P. Scharffin, his attorney, and comes now the defendant, Charles Lehr, by Edgar Blessing and Means & Buenting, his attorneys, and this cause being now at issue the same is submitted to the court for trial, finding, judgment and decree, without the intervention of a jury, and, by agreement of the parties, the court finds against the plaintiff and for the defendant upon plaintiff's complaint, and that plaintiff take nothing by his complaint, and that said defendant recover judgment against the plaintiff for costs, amounting to $_____.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff take nothing by his suit and that the defendant, Charles Lehr, recover judgment against said plaintiff for his costs taxed at $_____.

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

STATE OF INDIANA )
VS ) # 7571
HARRY CUMMINGS )
ROBERT BURGIN )

Comes now again the State of Indiana, by John A. Kendall, prosecuting attorney, and comes also again the above named defendant, Robert Burgin, in his own proper person, and the said Robert Burgin is now released to the custody of O. A. Robinson until July 1st, 1935.

AETNA TRUST & SAVINGS )
COMPANY, A CORPORATION )
VS ) # 14409
EARLE F. HITES )

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 seen and examined said motion and being duly advised, now finds that this cause should be dismissed, and that the costs herein are paid in full upon said dismissal.

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

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 12th, 1935.

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

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA )
VS ) # 14221
OSCAR I. NOLAND, ET AL. )

Comes now the receiver, heretofore appointed, herein, 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 sufficiently advised in its premises, now approves the same.

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

ORPHA MAE PARK )
VS ) # 14435
CITY OF INDIANAPOLIS, )
INDIANA. )

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.).

THE UNION CENTRAL LIFE )
INSURANCE COMPANY OF )
CINCINNATI, OHIO. )
VS ) # 14552
GEORGE E. MERCER, ET AL. )

Come now the defendants, by counsel, and file 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 sufficiently advised in its premises, now overrules the same, to which ruling of the Court the defendants duly object and except..

STATE OF INDIANA, EX REL, )
GRACE M. McBETH. )
VS ) # 14601
COAL CREEK SCHOOL TOWNSHIP, )
MONTGOMERY COUNTY, IND., ET AL. )

Come now the defendants, by counsel, and the Court having seen and examined the demurrer to the complaint, heretofore filed, and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court the defendants duly object and except.



EFFIE FORDING )
VS ) # 14394 D E C R E E Judgt. vs Pltf. for Costs.
OSCAR FORDING ) J. D. 17, Page 30.

Comes now the plaintiff ~~in~~ person and by counsel and it appearing to the court by proof of publication herein, which is in the words and figures as follows, to-wit: (H.I.) That the defendant was served by notice for more than 51 days before the _____day of _____, 1935, being the return date as fixed in the notice of publication and now the defendant is three times called in open court but comes not and herein wholly makes default.

And this cause being submitted to the court for trial upon the plaintiff's complaint and said default, without the intervention of a jury, and the court being fully advised in the premises now finds that the allegations of the plaintiff's complaint are true and that she is entitled to an absolute divorce from the defendant.

The court also finds that plaintiff should have her maiden name of Effie Land restored to her.

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

It is further ordered, adjudged and decreed that the maiden name of plaintiff, Effie Land, be and the same is hereby restored to the plaintiff.

It is further ordered that plaintiff pay the costs of this action taxed at seventeen dollars and ninety-one cents.

MARIETTA MANUFACTURING )
COMPANY, INDIANAPOLIS )
CASTING COMPANY )
VS ) # 14357 Judgt. vs Deft., The New York, Chicago & St Louis
CHICAGO, INDIANAPOLIS & ) Railroad Co., for $820.19 and Costs.
LOUISVILLE RAILWAY CO., ) J. D. 17, Page 31.
THE NEW YORK, CHICAGO & )
ST LOUIS RAILROAD CO. )

Come now the parties, by counsel, and the Court having seen and examined the motion to stay proceedings, heretofore filed, and being sufficiently advised, now sustains the same as to the defendant Chicago, Indianapolis and Louisville Railway Company, to which ruling the plaintiff duly excepts. And the Court having seen and examined the demurrer to paragraphs one, two, three, four and five of the defendants' answer, heretofore filed, and being sufficiently advised in its premises, now sustains the same, to which ruling of the Court and to each paragraph thereof, the defendants duly object and except..

And now comes F. William Cornelius, by counsel, and files motion for substitution as party plaintiff in cause in place of Indianapolis Casting Company, 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 substitution is now ordered.

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, F. William Cornelius, and that there is due the said plaintiff from the defendant, The New York, Chicago and St. Louis Railroad Company, in principal and interest the sum of $695.19, and the further sum of $125.00 as attorney fees, and that the plaintiff, F. William Cornelius, is entitled to a judgment against the defendant, The New York, Chicago and St. Louis Railroad Company, 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, F. William Cornelius, have and recover of and from the defendant, The New York, Chicago and St. Louis Railroad Company, the sum of $820.19, together with the costs for this action, taxed at _____dollars and _____cents.

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

A. J. Stevenson, Judge.





Thursday Morning, June 13th, 1935.

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

WILLIAM J. PARKS )
VS ) # 14528
ELMER D. CARAWAY )

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

VIRGINIA BENEYOTE, ETC.)
VS ) # 14378
JOHN H. ROBBINS )

Come now the parties, by counsel, and this cause is now continued at the request of the defendant and at the defendant's cost.

LILLIAN MEEKER )
VS ) # 14594
THE BALTIMORE AND )
OHIO R. R., ET AL. )

Comes now the plaintiff, by counsel, and upon her 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 )
VS ) # 7575 Judgt. vs Deft. for $10.00 & costs.
JOHN FULKNER ) J. D. 17, Page 31.

Comes now again 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 to the charge of public intoxication and the Court being duly advised, the Court now renders the following judgment.

It is, therefore, adjudged and decreed by the Court that the defendant for the offense by him committed be and he is fined in the sum of $10.00 and that he be and he is imprisoned in the State Penal Farm for a period of sixty days, and that the defendant, John Fulkner, 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, June 14th, 1935.

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

MARTHA LYNN )
VS ) # 14483
MARY STOUT )

Comes now the plaintiff 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 seen and examined said motion and being sufficiently advised in its premises, now sustains the same and 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.

WILLIAM J. PARKS )
VS ) # 14528
ELMER D. CARAWAY )

Come now the parties, in person and by counsel, and this cause being at issue the same is submitted to the Court for trial, finding and decree without the intervention of a jury.

And the Court having heard a part of the evidence in this cause, the same is now continued until 9:00 o'clock A. M. Saturday, June 15th, 1935.

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 15th, 1935.

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

WILLIAM J. PARKS )
VS ) # 14528
ELMER D. CARAWAY )

Come now again the parties, in person and by counsel, and the taking of evidence is continued.

And now this cause is continued for further evidence.

CHARLES M. CLAYTON, ET AL. )
VS ) # 14542
ALLIANCE INSURANCE COMPANY )
OF PHIL., ET AL. )

Comes now the defendant, by counsel, and files demurrer to complaint, which demurrer is in the words and figures following, to-wit: (H.I.). And the Court having seen and examined said demurrer and being sufficiently advised in its premises, now overrules the same, to which ruling of the Court the defendant duly excepts.

STATE OF INDIANA, EX REL. )
GRACE M. McBETH )
VS ) # 14601
COAL CREEK SCHOOL TOWNSHIP, )
MONTGOMERY COUNTY, INDIANA, )
ET AL. )

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

CHESTER E. PHILLIPS )
VS ) # 13359
FREDA R. PHILLIPS )

Come now the parties, by counsel, and the Court having seen and examined the defendant's petition to modify decree, heretofore filed, and being sufficiently advised, now finds that the order heretofore made should be modified, and that the custody of tne minor child should be awarded to the mother until further order of the Court.

It is, therefore, considered, ordered and adjudged by the Court that the order heretofore made be and it is hereby modified, and that the custody of the minor child be and he is hereby awarded to the mother until further order of the Court.

THE PRUDENTIAL INSURANCE )
COMPANY OF AMERICA, )
Plaintiff, )
vs. ) Cause No. 14534. Judgt. vs Deft., Lou Stanley, for
TILLMAN H. STANLEY, ) DECREE $5164.60 and Costs.
LOU STANLEY, ) J. D. 17, Page 32.
BETTIE STEVENS. )
et al )
Defendants. )

Comes now the plaintiff by Edgar M. Blessing and Davis Harrison, its attorneys, and it appearing to the court from the summons issued in this cause and the return of the sheriff endorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.)

That each of the defendants herein has been duly and legally served with summons more than ten days prior to the day fixed by the plaintiff by endorsement on its complaint for said defendants to appear and answer;

The court now finds that each of said defendants has had due and legal notice of the pendency of this cause and 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 is three times loudly called in open court, but comes not, and herein wholly makes default.

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

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

The court further specifically finds that there is due to the plaintiff from the defendant, Lou Stanley, the following sums, to-wit:

| | |
|---|---|
| Balance of principal | $ 3,120.00 |
| Interest accrued 1-1-32 | 214.50 |
| 8% interest to 6-15-35 | 921.79 |
| Insurance paid to 12-1-32 | 10.50 |
| 8% interest to 6-15-35 | 2.13 |
| Insurance paid 12-26-33 | 20.00 |
| 8% interest to 6-15-35 | 2.35 |
| Taxes paid 3-29-34 | 395.36 |
| 8% interest to 6-15-35 | 38.27 |
| Abstract continuation | 5.50 |
| Taxes paid 5-4-34 | 48.10 |
| 8% interest to 6-15-35 | 3.84 |
| Insurance paid 10-31-34 | 18.66 |
| 8% interest to 6-15-35 | .93 |
| Abstract continuation | 7.50 |
| Drainage assessment interest paid 5-2-35 | 4.68 |
| 8% interest to 6-15-35 | .04 |
| Drainage assessment interest 5-2-35 | .45 |
| Total principal, interest and advancements. | $ 4,814.60 |

The court further finds that the plaintiff is entitled to recover a reasonable fee for its attorneys and the court finds that such reasonable fee is the sum of $350.00, and that the plaintiff is entitled to recover said sum as a part of its mortgage debt, all of the above sums to be payable without relief from valuation or appraisement laws and the judgment to bear interest at 8% from this date.

The court further finds as alleged that the above indebtedness is secured by a first mortgage lien on real estate in Hendricks County, Indiana in the complaint and hereinafter described; that said mortgage was duly filed for record and recorded as alleged at 10:00 o'clock, A. M., on September 11, 1930 in Mortgage Record 89, at Pages 546-548, in the Office of the Recorder of Hendricks County, Indiana; that on its recording said mortgage became, has since remained and is now a first and paramount lien on said real estate.



The court further finds as alleged that the terms, convenants, and conditions of said mortgage have been breached and that the plaintiff is entitled to the foreclosure of said mortgage and to the sale of the mortgaged real estate.

The court further finds that the real estate is inadequate security for the plaintiff's mortgage and that a receiver should be appointed pending sale and during the period of redemption.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant, Lou Stanley, the sum of $4814.60, principal, interest and advancements, together with the further sum of $350, attorneys' fees, or a total of $5164.60, together with its costs accrued and accruing, all payable without relief from valuation or appraisement laws and with interest from this date at the rate of eight per cent per annum.

It is further ordered, adjudged and decreed that the equity of redemption of each of the defendants in and to 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 and the same is hereby foreclosed, and that said real estate, together with all right, title and interest of the defendants in and to the same, and of all persons claiming by, from, through or under them, subsequent to the commencement of this suit, be advertised and sold by the Sheriff of Hendricks County as by statute procided.

It is further ordered that the proceeds of said sale be distributed as follows, to-wit:

1. To the payment of costs accrued and accruing.
2. To the payment of plaintiff's judgment according to its terms with interest at eight per cent.
3. To the Clerk of this court as to any surplus for the benefit of the person thereunto lawfully entitled.

It is further ordered that Claude M. Gladden be and he is hereby appointed reciver for the above described real estate pending sale and during the period of redemption.

The court now fixes the bond of said receiver in the sum of $500.00 and approves Metropolitan Casualty Co. as surety on said bond.

And now on this 15th day of June comes Claude M. Gladden in open court and takes oath in the words and figures following, to-wit: (H.I.) for the due performance of the duties of his trust herein, and said receiver now files his bond, which bond is approved by the court, and said receiver now enters on the performance of his trust.

It is further ordered that after the execution of the Sheriff's deed herein the Clerk of this court shall satisfy of record the mortgage hereinabove foreclosed.

It is further ordered that a certified copy of this order directed to the Sheriff of Hendricks County shall authorize said Sheriff to proceed forthwith to the execution of said decree.

It is further ordered that after the execution of Sheriff's deed, if any party to this suit or parties claiming by, through, from or under them since the

commencement of this suit, shall refuse or decline to surrender possession to the purchaser at said Sheriff's sale, or to his or its grantees, then and in that event a writ of assistance shall issue to the Sheriff of Hendricks County, who shall proceed forthwith to place said person, his or its grantees, in possession of said real estate.

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 17th, 1935.

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

S. C. MORRELL )
VS ) # 14600
OSCAR L. HITTLE )

Come now Nolan and Caughran, attorneys, and withdraw their appearance for the 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, June 18th, 1935.

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

STATE OF INDIANA, EX REL )
ALBERT HOWARD, ET AL. )
VS ) # 14592
THE BOARD OF PUBLIC WORKS )
& SAFETY, ET AL. )

Come now the parties, in person and by counsel, and the plaintiff files second paragraph of reply, which second paragraph of reply is in the words and figures following, to-wit: (H.I.). And now the defendant files demurrer to second paragraph of reply, which demurrer to second paragraph of 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 all of the evidence in this cause, the same is now taken under advisement.

IDA LEE )
VS ) # 14379
THE SCHOOL CITY OF MARTINSVILLE, )
MORGAN COUNTY, INDIANA. ET AL. )

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

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

T. J. Stevenson, Judge.



Wednesday Morning, June 19th, 1935.

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

THE PRUDENTIAL INSURANCE ) (Nunc pro tunc entry recorded Nov. 4th, 1935 in C.O.B 85, page 197.)
COMPANY OF AMERICA. ) Judgt. vs Deft., Oda M. Underwood
vs. )CAUSE NO. 14466 for $20,925.24 and Costs.
ODA M. UNDERWOOD, ET AL. ) D E C R E E. J. D. 17, Page 32.

Comes now the plaintiff by Edgar M. Blessing and Davis Harrison, its attorneys, and it appearing to the court from the summons issued in this cause and return of the Sheriff endorsed thereon, which summons and return are in the words and figures following, to-wit: (H.I.)

That each of the defendants has been duly and legally served with summons herein, more than ten days before the day fixed by the plaintiff by endorsement on its complaint for said defendants to appear and answer;

And the court thus finds that each of said defendants has been duly and legally notified of the pendency of this cause and the time when and the court in which it would come on for hearing.

Comes now the defendant, Indiana Gas Transmission Corporation, and files herein its answer expressly disclaiming any interest in and to the real estate in the complaint and hereinafter described, which disclaimer is in the words and figures following, to-wit: (H.I.)

Now on motion of the plaintiff each of the defendants is three times loudly called in open court, but comes not, and herein wholly makes default.

Now this cause being at issue on the complaint, the default of the named defendants and the disclaimer of the defendant, Indiana Gas Transmission Corporation, 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 finds for the plaintiff that the allegations of its complaint are true and that the relief therein sought should be granted.

The court further specifically finds that there is due to the plaintiff from the defendant, Oda M. Underwood, the following sums to-wit:

| | |
|---|---|
| Balance on principal | $ 14,006.00 |
| Interest accrued on 7-2-31 | 205.81 |
| 8% interest to June 15, 1935 | 4,494.02 |
| Taxes advanced by plaintiff on 2-1-32 | 320.46 |
| 8% interest to 6-15-35 | 76.92 |
| Taxes advanced by plaintiff on 11-2-34 | 650.43 |
| 8% interest to 6-15-35 | 32.23 |
| Insurance premium advanced on 10-8-32 | 31.50 |
| 8% interest to 6-15-35 | 4.24 |
| Insurance premium advanced on 12-24-34 | 67.00 |
| 8% interest to 6-15-35 | 2.55 |
| Insurance premium advanced on 2-13-35 | 26.86 |
| 8% interest to 6-15-35 | .72 |
| Abstract continuation | 6.50 |
| Total principal, interest and advancements | $ 19,925.24 |

The court further finds that the plaintiff is entitled to recover a reasonable fee for its attorneys and the court finds that such reasonable fee is the sum of $1000.00, and that the plaintiff is entitled to recover said sum as a part of its mortgage debt, all of the above sums to be payable without relief from valuation or appraisement laws and the judgment to bear interest at 8% from this date.

The court further finds as alleged that the above indebtedness

is secured by a first mortgage lien on real estate in Hendricks County, Indiana in the complaint and hereinafter described; that said mortgage was duly filed for record and recorded as alleged at 2:35 o'clock p.m. on July 3, 1924 in Mortgage Record 80, page 459, in the office of the Recorder of Hendricks County, Indiana; that on its recording said mortgage became, has since remained, and is now a first and paramount lien on said real estate.

The court further finds as alleged that the terms, covenants, and conditions of said mortgage have been breached and that the plaintiff is entitled to the foreclosure of said mortgage and to the sale of the mortgaged real estate.

The court further finds that the real estate is inadequate security for the plaintiff's mortgage and that a receiver should be appointed pending sale and during the period of redemption.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant, Oda M. Underwood, the sum of $19,925.24, principal, interest and advancements, together with the further sum of $1000.00, attorneys' fees, or a total of $20,925.24, together with its costs accrued and accruing, all payable without relief from valuation or appraisement laws and with interest from this date at the rate of eight per cent per annum.

It is further ordered, adjudged and decreed that the equity of redemption of each of the defendants in and to the following described real estate in Hendricks County, Indiana, to-wit:

A part of the East half of the Southeast quarter and a part of the Southeast quarter of the Northeast quarter, all in Section 4, Township 15 North, Range 2 West of the Second Principal Meridian, and a part of the West half of the Southwest quarter of Section 3, Township and Range aforesaid, bounded as follows, to-wit: Beginning at the Southwest corner of the East half of the Southeast quarter of said Section 4, and running thence East 120 rods to the center of the Southwest quarter of the Southwest quarter of said Section 3; thence North 100 rods; thence West 40 rods; thence North 139 rods and 10 links; thence West 38 rods; thence South 139 rods and 10 links; thence West 42 rods; thence South 100 rods to the place of beginning; containing 109½ acres, more or less;

Also, the West half of the Southwest quarter of Section 10, Township and Range aforesaid, containing 80 acres, more or less;

Also, 1½ acres of uniform width off of and across the entire South end of the East half of the East half of the Northeast quarter of Section 9, Township and Range aforesaid,

Also, part of the East half of the Southwest quarter of Section 10, Township and Range aforesaid, described as follows: Beginning at the Southwest corner of said East half quarter section; thence North on the West line thereof 95 rods; thence East parallel with the section bearing 95 rods to the South line of said half-quarter section and thence West on said South line 55.578 rods to the beginning, containing 33 acres, more or less;

Containing in all, 224 acres, more or less, in Marion Township, Hendricks County, Indiana.

be and the same is hereby foreclosed, and that said real estate, together with all right, title and interest of the defendants in and to the same, and of all persons claiming by, from, through or under them, subsequent to the commencement of this suit, be advertised and sold by the Sheriff of Hendricks County as by statute provided.

It is further ordered that the proceeds of said sale be distributed as follows, to-wit:

1. To the payment of costs accured and accruing.
2. To the payment of plaintiff's judgment according to its terms with interest at eight per cent.
3. To the Clerk of this court as to any surplus for the benefit of the person thereunto lawfully entitled.

It is further ordered that Claude M. Gladden be and he is hereby appointed receiver for the above described real estate pending sale and during the period of redemption.

The court now fixes the bond of said receiver in the sum of $500.00 and approves_____as surety on said bond.

And now on this 15th day of June comes Claude M. Gladden in open court and takes oath in the words and figures following, to-wit: (H.I.) for the due performance



of the duties of his trust herein, and said receiver now files his bond, which bond is approved by the court, and said receiver now enters on the performance of his trust.

It is further ordered that after the execution of the Sheriff's deed herein the Clerk of this court shall satisfy of record the mortgage hereinabove foreclosed.

It is further ordered that a certified copy of this order directed to the Sheriff of Hendricks County shall authorize said Sheriff to proceed forthwith to the execution of said decree.

It is further ordered that after the execution of Sheriff's deed, if any party to this suit or parties claiming by, through, from or under them since the commencement of this suit, shall refuse or decline to surrender possession to the purchaser at said Sheriff's sale, or to his or its grantees, then and in that event a writ of assistance shall issue to the Sheriff of Hendricks County, who shall proceed forthwith to place said person, his or its grantees, in possession of said real estate.

All of which is ordered, adjudged and decreed.

STATE OF INDIANA ON THE RELATION )
OF RICHARD A. McKINLEY, BANK COM- )
MISSIONER OF THE STATE OF INDIANA, )
VS. ) No. 13929
CITIZENS BANK OF AMO, INDIANA. )

Comes now the duly appointed, qualified and acting Receiver, by counsel, and files its verified petition for distribution of funds, which petition is in the words and figures following, to-wit:

STATE OF INDIANA, )SS: IN THE HENDRICKS CIRCUIT COURT, MAY TERM,
HENDRICKS COUNTY, 1935.

STATE OF INDIANA ON THE RELATION OF
RICHARD A. McKINLEY, BANK COMMISSIONER
OF THE STATE OF INDIANA,

VS. No. 13929;

CITIZENS BANK OF AMO, INDIANA.

Comes The First National Bank of Danville, of Danville, Indiana, the duly appointed, qualified and acting Receiver of the defendant Bank in the foregoing entitled proceedings, and for its petition herein, says:-

That in the administration of said trust it now has on hand 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 depositors and creditors of said bank, and to each one thereof, a sum equal to 25% of their respective claims.

Your petitioner further shows the court that at the time of the closing of defendant bank there were outstanding, against it, certain Certificates of Deposit with no limitations as to the time interest should be paid thereon; that your petitioner is of the opinion that such interest is a valid claim against said bank and should be paid, as provided for in any such Certificates.

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 of their respective claims, as heretofore allowed against said ban, and, in addition thereto, that it be authorized to pay and discharge any sums due any claimant for interest upon any and all Certificates of Deposits held by him or her, respectively, and it

asks for all proper relief and authority in the premises.

(SEAL) The First National Bank of Danville, of Danville Indiana, By William F Franklin, President.

STATE OF INDIANA, ) SS:
HENDRICKS COUNTY.

Be it remembered that on this 18th. day of June, 1935, before me, a Notary Public in and for the County and State aforesaid, personally came William F. Franklin, President of The First National Bank of Danville, of Danville, Indiana, Receiver of Citizens Bank of Amo, Indiana, to me personally known to be the president of said bank, and as such president swears that the facts and statements in the foregoing petition are true in substance and in fact, so help me God.

William F Franklin, As President Of
First National Bank of Danville, Indiana.

Subscribed and sworn to before me this 18th. day of June, 1935.

My Com. Exp. Jan. 3rd. 1939, (Seal) Zimri E. Dougan,
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 which is as follows: "June 19, 1935. Examined and allowed in open court. Receiver authorized to make distribution as petitioned for.

Receiver also authorized to pay interest on any Certificate Of Deposit allowed as a valid claim against said bank wherein it is provided for the payment of without limitation as to duration. Such interest to be calculated to date of closing of the bank, and not after. A. J. Stevenson, Judge of the Hendricks Circuit Court."

MALISA WARD, ET AL ) # 14524
VS ) ORDER ON FINAL REPORT
ELMER COX )

Comes now Elmer Cox, commissioner herein, and files the following, his final report, (H.I.), showing that after payment of the cost of the action and allowences made by the court, there remained in his hands for distribution the sum of $5008.53, which sum, pursuant to the decree in this cause entered and as evidenced by vouchers, filed, he has paid out and distributed as follows:

No.12. Malisa Ward, plaintiff- one eighth ---------- $626.00
No.13. Alice McClain, plaintiff-one eighth---------- $626.00
No. 14. Howard Cox, plaintiff-one eight---------- $626.00
No. 15. Joseph Cox, plaintiff, one eighth ---------- $626.00
No. 16. Otis Cox, plaintiff-one eighth---------- $626.00
No. 17. Elmer Cox, defendant-one eighth---------- $626.00
No. 18. Hubert Cox, Administrator of the Estate of Charles Cox----- $626.00
No. 19. Alfred B. Cox, plaintiff, 1/24---------- $208.66
No. 20. Mabel Cox Heath, plaintiff-1/24th---------- $208.66
No. 21. Claude B. Cox, plaintiff--1/24th---------- $208.66

And the Court having examined said report, and being sufficiently advised, now in all things approves and confirms the same. And said commissioner having accounted for, and properly disbursed, all sums coming to his hands or with which he is chargable, and having an all other respects fully executed his said trust, he is now, by order of court, released and discharged, and this cause adjudged 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.


MGM