

No. 1, Feby ^{SS} Term, 1886

Petition of John Pentz
for App't of Appraisers

versus

Ball Township

Contents:

X

No 1 Feb'y S^r. 1886.

Ordnance of John
Perry for appointment
of officers to
be in charge of the
the act of May 10, 1876.

Filed 28 Jan'y 1886

W. H. H. H.
for Attorney

To the Honorable the Judges of the Court of Quarter Sissions of
Clearfield county, Pennsylvania.

The petition of John Pentz of Penn township, said county, respectfully represents:-

That he is engaged in the business of lumbering in the county of Clearfield, and that it is necessary in transporting his logs and timber for the purpose of piling and banking on the bank of the Susquehanna river, to pass and repass over the intervening unimproved lands of Leavy, Mitchell & Co. The said land being situate in Bell township, said county, and not being used or occupied by the owners thereof, at the present time. That your petitioner was unable to agree with the owners of said land as to the amount of damages to be paid for his use and occupancy thereof.

He, therefore, asks the court to appoint three discreet ^{& disinterested} men as viewers to appraise and ascertain the damages that have or shall accrue to said Leavy, Mitchell and Company by reason of his hauling logs and timber through their said land, and make report thereof, to next term. The petitioner having filed his bond as required by act of Assembly in such case made and provided.

And he will ever pray, &c.,

John Pentz

CLEARFIELD COUNTY, SS:

Before me personally came John Pentz, petitioner as above, who being duly sworn says the facts set forth in the foregoing petition are true and correct to the best of his knowledge & belief and further saith not.

Sworn & Subscribed to this
28th day of January, A.D. 1886.

John Pentz

*James Kerr
Proty-*

John Deery and
Deane Merrill

CE TO CO

Leary, H. H. & Co

Elk Democrat Print, Ridgway, Pa.

Price 28 Aug 1886

BOND—BLANK CONDITION.

Dated *HK* 28 Aug 1886

For

28th Aug 1886 Bond
affirmed, D.L. Merrill
of

Know all Men by these Presents,

THAT

John Pentz and Isaac B. Morris an undivided

held and firmly bound unto

Leary Mitchell & Co—

in the sum of

fifty

Dollars, lawful money of the United States of America, to be paid unto the said

Leary Mitchell & Co their or certain attorney, executors, administrators or assigns, to which payment well and truly to be made,

we bind ourselves, our heirs, executors and administrators firmly by these presents.

SEALED with one seals, and dated the 28th day of January

in the year of our Lord one thousand eight hundred and Eighty six.

The Condition of this obligation is such that if the above bounden John Pentz shall pay or cause to be paid unto Leary Mitchell & Co their successors or assigns the amount of damages which shall be awarded unto them the said Leary Mitchell & Co by the Viewers appointed by the Court to ascertain & report the amount of damage done by reason of the said John Pentz passing over & through the land of said Leary Mitchell & Co. together with all costs as may be decreed against the said John Pentz on proceeding to N^o Feby Term 1886 in Quarter Session, then this bond to be void

Signed, sealed and delivered in the presence of

H. J. Wallace

John Pentz

I. B. Morris

